रजिस्ट्री सं. डी.एल. (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-सा.-29012026-269639
CG-DL-W-29012026-269639

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 2] नई दिल्ली, जनवरी 18—जनवरी 24, 2026, शनिवार/पौष 28—माघ 4, 1947
No. 2] NEW DELHI, JANUARY 18—JANUARY 24, 2026, SATURDAY/ PAUSHA 28—MAGHA 4, 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

(व्यय विभाग)

नई दिल्ली, 19 जनवरी, 2026

का.आ. 7.—केन्द्र सरकार, एतद्द्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियमों (2) एवं (4) के अनुसरण में, भारतीय लेखापरीक्षा एवं लेखा विभाग के कार्यालय प्रधान निदेशक लेखापरीक्षा (केन्द्रीय), कर्नाटक, बेंगलूरु जिसमें अस्सी प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ए-12034/01/2026-ईजी]

रामेश्वर कुमार, अवर सचिव

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 19th January, 2026

S.O. 7.—In exercise of the powers conferred by sub-rules (2) and (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of the Principal Director of Audit (Central), Karnataka, Bengaluru under the Indian Audit and Accounts Department wherein eighty per cent. of the staff have acquired working knowledge of Hindi.

[F. No. A-12034/01/2026-EG]

RAMESHWAR KUMAR, Under Secy.

सहकारिता मंत्रालय

नई दिल्ली, 13 जनवरी, 2026

का.आ. 8.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में सहकारिता मंत्रालय के अधीन राष्ट्रीय सहकारी प्रशिक्षण परिषद के निम्नलिखित अधीनस्थ कार्यालय में 80% से अधिक कर्मचारीवृंद को हिंदी का कार्यसाधक ज्ञान हो जाने के फलस्वरूप एतद्द्वारा अधिसूचित करती है:

सहकारी प्रबंध संस्थान

कण्णुर, केरल

[फा. सं. ई-14018/1/2024- सहकारिता मंत्रालय/098]

अफसर अहमद, निदेशक

MINISTRY OF COOPERATION

New Delhi, the 13th January, 2026

S.O. 8.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976; the Central Government hereby notifies the under mentioned subordinate office of National Council for Cooperative Training under the Ministry of Cooperation wherein more than 80% of the staff have acquired the working knowledge of Hindi:

Institute Of Cooperative Management

Kannur, Kerala

[F. No. E-14018/1/2024-MoC/098]

AFSAR AHMED, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 जनवरी, 2026

का.आ. 9.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिग्रहण) अधिनियम, 1962 (1962 का 50), (इसके बाद उक्त अधिनियम कहा जाएगा) की धारा 2 की उपधारा (क) के अनुसरण में, केंद्र सरकार उक्त अधिनियम के अधीन नीचे दी गई तालिका के कॉलम (1) में उल्लिखित व्यक्ति को कॉलम (2) में उल्लिखित क्षेत्रों के संबंध में कॉलम (3) में उल्लिखित इंडियन ऑयल कॉर्पोरेशन लिमिटेड के परिचालन पेट्रोलियम पाइपलाइनों के लिए सक्षम प्राधिकारी के कार्यों को करने के लिए अधिकृत करती है।

व्यक्ति का नाम एवं पता	क्षेत्राधिकार क्षेत्र	पेट्रोलियम पाइपलाइनों का नाम
(1)	(2)	(3)
श्री सुकान्ता मण्डल, प्रचालन प्रबंधक, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पूर्वी क्षेत्र पाइपलाइन्स, दुर्गापुर	पश्चिम बंगाल राज्य	1. हल्दिया मौरीग्राम राजबंध पाइपलाइन (एचएमआरबीपीएल) 2. हल्दिया बरौनी पाइपलाइन (एचबीपीएल) 3. गुवाहाटी सिलीगुड़ी पाइपलाइन (जीएसपीएल) 4. कोलकाता एटीएफ पाइपलाइन (के-एटीएफ लाइन) 5. पारादीप हल्दिया बरौनी पाइपलाइन (पीएचबीपीएल) 6. पारादीप सोमनाथपुर हल्दिया पाइपलाइन (पीएसएचपीएल) 7. 30" हल्दिया बरौनी पाइपलाइन (30" एचबीपीएल) 8. पारादीप हल्दिया बरौनी मोतिहारी पाइपलाइन (पीएचएमबीपीएल)

इससे पुर्ब एस.ओ. संख्या 1810 दिनांक 20.11.2023 के अंतर्गत भारत के राजपत्र में दिनांक 25.11.2023 प्रकाशित पश्चिम बंगाल राज्य में इंडियन ऑयल कॉर्पोरेशन लिमिटेड के लिए पहले अधिसूचित सक्षम प्राधिकारी, जयदेव मन्ना, महाप्रबंधक (अनुरक्षण), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पूर्वी क्षेत्र पाइपलाइन्स, कोलकाता को डी- नोटिफ़ाइड समझा जाए।

यह अधिसूचना इसके जारी होने की तारीख से प्रभावी होगी।

[फा. सं. आर -11025(11)/19/2018-ओआर-I/ई-27024]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 12th January, 2026

S.O. 9.—In Pursuance of sub section (a) of section 2 of the Petroleum and Minerals Pipeline (Acquisition of Right of Users in Land) Act 1962 (50 of 1962), (hereinafter called the said act), the Central Government hereby authorizes the person mentioned in column (1) of the table given below to perform the functions of the Competent authority under the said Act for IndianOil Corporation Limited in respect of areas mentioned in column (2) for its operational petroleum pipelines laid under the said Act mentioned in column (3) of the said Table:

Name & Address of Person	Area of Jurisdiction	Name of Petroleum Pipelines (s)
(1)	(2)	(3)
Shri Sukanta Mondal Operations Manager, Indian Oil Corporation Limited, Eastern Region Pipelines, Durgapur	West Bengal State	1. Haldia Mourigram Rajbandh Pipeline (HMRBPL) 2. Haldia Barauni Pipeline (HBPL) 3. Guwahati Siliguri Pipeline (GSPL) 4. Kolkata ATF Pipeline (Kol-ATF Line) 5. Paradip Haldia Barauni Pipeline (PHBPL) 6. Paradip Somnathpur Haldia Product Pipeline (PSHPL) 7. 30" Haldia Barauni Pipeline (30" HBPL) 8. Paradip Haldia Barauni Motihari Pipeline (PHBMPL)

Earlier notified Competent Authority for Indian Oil Corporation Limited in West Bengal State, Shri Jayadeb Manna, General Manager (Maintenance), Indian Oil Corporation Limited, Eastern Region Pipelines, Kolkata., vide S.O. No. 1810 dated 20.11.2023 published in the Gazette of India dated 25.11.2023 stands de-notified.

The Notification will be effective from the date of its issue.

[F. No. R -11025(11)/19/2018-OR-I/E-27024]

SHASHI SHEKHAR SINGH, Under Secy.

नई दिल्ली, 15 जनवरी, 2026

का.आ. 10. — पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत मैसर्स रिलायंस ईथेन पाइपलाइन लिमिटेड (आर.ई. पी.एल) के द्वारा महाराष्ट राज्य में ईथेन पाइपलाइन बिछाई जाने हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की, भारत के राजपत्र दिनांक 6 अगस्त, 2022 को प्रकाशित अधिसूचना का.आ. 3719 (अ) दिनांक 4 अगस्त, 2022 द्वारा प्राधिकृत, मैं, अनिल नाथूराम सावंत, उप समाहर्ता (सेवानिवृत्त), पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियमावली, 1963 के नियम 4 के उप–नियम (1) के नीचे दी गई परिभाषा (1) के अन्तर्गत अधिकारों के अनुपालन में, मैसर्स आर.ई.पी.एल., जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तम्भ 4 में महाराष्ट्र राज्य के जिला रायगड में प्रचालन की समाप्ति की तारीखें घोषित करता हूँ।

अनुसूची

मंडल / तहसील / तालुका : पेण		जिला : रायगड			राज्य : महाराष्ट्र
क्र. स.	गांव का नाम	धारा 6(1) और 6(4) की का. आ. संख्या एवं दिनांक			प्रचालन समाप्ति का दिनांक
1	2	3			4
1	शेडाशी	1397(अ)	दिनांक	07–04–2016	30–04–2018
		1749(अ)	दिनांक	18–04–2018	30–04–2018
2	गागोदे बुद्रुक	1397(अ)	दिनांक	07–04–2016	27–01–2023
		2675(अ)	दिनांक	08–08–2016	27–01–2023
		1747(अ)	दिनांक	18–04–2018	27–01–2023
		1749(अ)	दिनांक	18–04–2018	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023
3	पानेड	1397(अ)	दिनांक	07–04–2016	25–07–2024
		1747(अ)	दिनांक	18–04–2018	25–07–2024
		6145(अ)	दिनांक	27–12–2022	25–07–2024
		2530(अ)	दिनांक	25–06–2024	25–07–2024
4	कामार्ली	1397(अ)	दिनांक	07–04–2016	31–03–2018
5	कुरमुरली	1909(अ)	दिनांक	25–05–2016	31–03–2018
		1747(अ)	दिनांक	18–04–2018	31–03–2018
		1749(अ)	दिनांक	18–04–2018	31–03–2018
6	आधरणे	1909(अ)	दिनांक	25–05–2016	27–01–2023
		2675(अ)	दिनांक	08–08–2016	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023

7	तळवली	1909(अ)	दिनांक	25–05–2016	25–07–2024
		2675(अ)	दिनांक	08–08–2016	25–07–2024
		6145(अ)	दिनांक	27–12–2022	25–07–2024
		2530(अ)	दिनांक	25–06–2024	25–07–2024
8	शेणे	1909(अ)	दिनांक	25–05–2016	27–01–2023
		1749(अ)	दिनांक	18–04–2018	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023
9	बोरगांव	1909(अ)	दिनांक	25–05–2016	25–07–2024
		2675(अ)	दिनांक	08–08–2016	25–07–2024
		1747(अ)	दिनांक	18–04–2018	25–07–2024
		1749(अ)	दिनांक	18–04–2018	25–07–2024
		6145(अ)	दिनांक	27–12–2022	25–07–2024
		2530(अ)	दिनांक	25–06–2024	25–07–2024
10	पेण ग्रामीण	1911(अ)	दिनांक	25–05–2016	27–01–2023
		3266(अ)	दिनांक	20–10–2016	27–01–2023
		1748(अ)	दिनांक	18–04–2018	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023
11	रोडे	1397(अ)	दिनांक	07–04–2016	31–03–2018
12	जिर्णे	1910(अ)	दिनांक	25–05–2016	31–03–2018
		2207(अ)	दिनांक	21–06–2016	31–03–2018
		2675(अ)	दिनांक	08–08–2016	31–03–2018
		1747(अ)	दिनांक	18–04–2018	31–03–2018
		1749(अ)	दिनांक	18–04–2018	31–03–2018
		1750(अ)	दिनांक	18–04–2018	31–03–2018
		1752(अ)	दिनांक	18–04–2018	31–03–2018
13	कलद	1910(अ)	दिनांक	25–05–2016	27–01–2023
		2207(अ)	दिनांक	21–06–2016	27–01–2023
		1749(अ)	दिनांक	18–04–2018	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023
14	निगडे	1909(अ)	दिनांक	25–05–2016	30–06–2018
		2207(अ)	दिनांक	21–06–2016	30–06–2018
15	आमटेम	2206(अ)	दिनांक	13–06–2016	30–06–2018
		1747(अ)	दिनांक	18–04–2018	30–06–2018
16	तळेखार	2206(अ)	दिनांक	13–06–2016	27–01–2023
		2675(अ)	दिनांक	08–08–2016	27–01–2023
		1747(अ)	दिनांक	18–04–2018	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023
17	मुंढाणी	1910(अ)	दिनांक	25–05–2016	27–01–2023

		2675(अ)	दिनांक	08–08–2016	27–01–2023
		6145(अ)	दिनांक	27–12–2022	27–01–2023
18	झोतीरपाडा	2001(अ)	दिनांक	02–06–2016	11–07–2024
		136(अ)	दिनांक	28–12–2022	11–07–2024
		2283(अ)	दिनांक	11–06–2024	11–07–2024

पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम,1962 की धारा 17 के अंतर्गत संरचित पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के अंतर्गत भारत सरकार के राजपत्र में प्रकाशनार्थ

[फा. सं. एल.-14014/49/2018-जी.पी.–II(ई:–44293)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 15th January, 2026

S.O. 10.—In pursuance of powers conferred by Explanation 1 below sub-rule (1) of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, Anil Nathuram Sawant, Deputy Collector (Retired), authorized by Government of India, Ministry of Petroleum & Natural Gas vide Notification S.O.3719 (E) dated 4th Aug, 2022 (published in the Gazette of India on 6th Aug, 2022) under Section 2(a) of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962) to perform the functions of Competent Authority for laying Ethane Pipeline by M/s Reliance Ethane Pipeline Limited (REPL) in the State of Maharashtra, in consultation with M/s REPL, to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of Termination of Operations in District Raigad in the State of Maharashtra.

SCHEDULE

Mandal/Tehsil/Taluk: Pen		**District : Raigad**			**State : Maharashtra**
Sl. No.	**Village**	**S.O. No. and Date of Notification under sub-section (1) & (4) of Section 6**			**Date of Termination of Operation**
1	**2**	**3**			**4**
1	Shedashi	1397(E)	Date	07-04-2016	30-04-2018
		1749(E)	Date	18-04-2018	30-04-2018
2	Gagode Budruk	1397(E)	Date	07-04-2016	27-01-2023
		2675(E)	Date	08-08-2016	27-01-2023
		1747(E)	Date	18-04-2018	27-01-2023
		1749(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
3	Paned	1397(E)	Date	07-04-2016	25-07-2024
		1747(E)	Date	18-04-2018	25-07-2024
		6145(E)	Date	27-12-2022	25-07-2024
		2530(E)	Date	25-06-2024	25-07-2024
4	Kamarli	1397(E)	Date	07-04-2016	31-03-2018
5	Kurmurli	1909(E)	Date	25-05-2016	31-03-2018
		1747(E)	Date	18-04-2018	31-03-2018
		1749(E)	Date	18-04-2018	31-03-2018
6	Adharne	1909(E)	Date	25-05-2016	27-01-2023
		2675(E)	Date	08-08-2016	27-01-2023

		6145(E)	Date	27-12-2022	27-01-2023
7	Talavali	1909(E)	Date	25-05-2016	25-07-2024
		2675(E)	Date	08-08-2016	25-07-2024
		6145(E)	Date	27-12-2022	25-07-2024
		2530(E)	Date	25-06-2024	25-07-2024
8	Shene	1909(E)	Date	25-05-2016	27-01-2023
		1749(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
9	Borgaon	1909(E)	Date	25-05-2016	25-07-2024
		2675(E)	Date	08-08-2016	25-07-2024
		1747(E)	Date	18-04-2018	25-07-2024
		1749(E)	Date	18-04-2018	25-07-2024
		6145(E)	Date	27-12-2022	25-07-2024
		2530(E)	Date	25-06-2024	25-07-2024
10	Pen Gramin	1911(E)	Date	25-05-2016	27-01-2023
		3266(E)	Date	20-10-2016	27-01-2023
		1748(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
11	Rode	1397(E)	Date	07-04-2016	31-03-2018
12	Jirne	1910(E)	Date	25-05-2016	31-03-2018
		2207(E)	Date	21-06-2016	31-03-2018
		2675(E)	Date	08-08-2016	31-03-2018
		1747(E)	Date	18-04-2018	31-03-2018
		1749(E)	Date	18-04-2018	31-03-2018
		1750(E)	Date	18-04-2018	31-03-2018
		1752(E)	Date	18-04-2018	31-03-2018
13	Kalad	1910(E)	Date	25-05-2016	27-01-2023
		2207(E)	Date	21-06-2016	27-01-2023
		1749(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
14	Nigade	1909(E)	Date	25-05-2016	30-06-2018
		2207(E)	Date	21-06-2016	30-06-2018
15	Amtem	2206(E)	Date	13-06-2016	30-06-2018
		1747(E)	Date	18-04-2018	30-06-2018
16	Talekhar	2206(E)	Date	13-06-2016	27-01-2023
		2675(E)	Date	08-08-2016	27-01-2023
		1747(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
17	Mundhani	1910(E)	Date	25-05-2016	27-01-2023
		2675(E)	Date	08-08-2016	27-01-2023

		6145(E)	Date	27-12-2022	27-01-2023
18	Jhotirpada	2001(E)	Date	02-06-2016	11-07-2024
		136(E)	Date	28-12-2022	11-07-2024
		2283(E)	Date	11-06-2024	11-07-2024

Published in the Official Gazette of India under Rule 4 of the P&MP (ARUL) Rules 1963, framed under Section 17 of P&MP (ARUL) Act, 1962

[F. No. L-14014/49/2018-GP-II(E:-44293)]

RAMJI LAL MEENA , Under Secy.

नई दिल्ली, 15 जनवरी, 2026

का.आ. 11. — पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत मैसर्स रिलायंस ईथेन पाइपलाइन लिमिटेड (आर.ई. पी.एल) के द्वारा महाराष्ट राज्य में ईथेन पाइपलाइन बिछाई जाने हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की, भारत के राजपत्र दिनांक 6 अगस्त, 2022 को प्रकाशित अधिसूचना का.आ. 3719 (अ) दिनांक 4 अगस्त, 2022 द्वारा प्राधिकृत, मैं, अनिल नाथूराम सावंत, उप समाहर्ता (सेवानिवृत्त), पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियमावली, 1963 के नियम 4 के उप–नियम (1) के नीचे दी गई परिभाषा (1) के अन्तर्गत अधिकारों के अनुपालन में, मैसर्स आर.ई.पी.एल., जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तम्भ 4 में महाराष्ट्र राज्य के जिला पालघर में प्रचालन की समाप्ति की तारीखें घोषित करता हूँ।

मंडल / तहसील / तालुका : तलासरी		जिला : पालघर			राज्य : महाराष्ट्र
क्र.स.	गांव का नाम	धारा 6(1) और 6(4) की का. आ. संख्या एवं दिनांक			प्रचालन समाप्ति का दिनांक
1	2	3			4
1	उपलट	2771(अ)	दिनांक	30–09–2015	27–08–2023
		1836(अ)	दिनांक	01–05–2018	27–08–2023
2	वरवाडा	2771(अ)	दिनांक	30–09–2015	28–01–2023
		138 (अ)	दिनांक	28–12–2022	28–01–2023
3	तलासरी	2771(अ)	दिनांक	30–09–2015	28–01–2023
		1836(अ)	दिनांक	01–05–2018	28–01–2023
		138 (अ)	दिनांक	28–12–2022	28–01–2023
4	ईभाडपाडा	2771(अ)	दिनांक	30–09–2015	31–10–2017
5	सुतारपाडा	2771(अ)	दिनांक	30–09–2015	31–10–2017
6	ठाकरपाडा	2771(अ)	दिनांक	30–09–2015	31–10–2017
		1836(अ)	दिनांक	01–05–2018	31–10–2017
7	वडवली	2771(अ)	दिनांक	30–09–2015	28–01–2023
		138 (अ)	दिनांक	28–12–2022	28–01–2023
मंडल / तहसील / तालुका : विक्रमगड		जिला : पालघर			राज्य : महाराष्ट्र
1	विलशेत	2771(अ)	दिनांक	30–09–2015	31–10–2017
		3393(अ)	दिनांक	27–10–2016	31–10–2017
		1836(अ)	दिनांक	01–05–2018	31–10–2017
2	कोंडगाव	2771(अ)	दिनांक	30–09–2015	25–07–2024
		3393(अ)	दिनांक	27–10–2016	25–07–2024
		1609(अ)	दिनांक	12–04–2018	25–07–2024
		2529(अ)	दिनांक	25–06–2024	25–07–2024

3	तळवली तर्फे सातकोर	2771(अ)	दिनांक	30–09–2015	25–07–2024
		3393(अ)	दिनांक	27–10–2016	25–07–2024
		1609(अ)	दिनांक	12–04–2018	25–07–2024
		2156(अ)	दिनांक	28–04–2022	25–07–2024
		2529(अ)	दिनांक	25–06–2024	25–07–2024
4	भोपोली	2771(अ)	दिनांक	30–09–2015	31–10–2017
5	शिल	2771(अ)	दिनांक	30–09–2015	31–10–2017
6	म्हसरोली	2771(अ)	दिनांक	30–09–2015	25–07–2024
		2860(अ)	दिनांक	29–08–2016	25–07–2024
		352(अ)	दिनांक	20–01–2017	25–07–2024
		1609(अ)	दिनांक	12–04–2018	25–07–2024
		1836(अ)	दिनांक	01–05–2018	25–07–2024
		138 (अ)	दिनांक	28–12–2022	25–07–2024
		2529(अ)	दिनांक	25–06–2024	25–07–2024
7	कुर्झे	2771(अ)	दिनांक	30–09–2015	31–05–2018
		1836(अ)	दिनांक	01–05–2018	31–05–2018

पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम,1962 की धारा 17 के अंतर्गत संरचित पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के अंतर्गत भारत सरकार के राजपत्र में प्रकाशनार्थ

[फा. सं. एल.- 14014/49/2018-जी.पी.–II (ई:-44293)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 15th January, 2026

S.O. 11.—In pursuance of powers conferred by Explanation 1 below sub-rule (1) of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, Anil Nathuram Sawant, Deputy Collector (Retired), authorized by Government of India, Ministry of Petroleum & Natural Gas vide Notification S.O.3719 (E) dated 4th Aug, 2022 (published in the Gazette of India on 6th Aug, 2022) under Section 2(a) of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962) to perform the functions of Competent Authority for laying Ethane Pipeline by M/s Reliance Ethane Pipeline Limited (REPL) in the State of Maharashtra, in consultation with M/s REPL, to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of Termination of Operations in District Palghar in the State of Maharashtra.

SCHEDULE

Mandal/Tehsil/ Taluk: Talasari		**District : Palghar**			**State : Maharashtra**
Sl. No.	**Village**	**S.O. No. and Date of Notification under sub-section (1) & (4) of Section 6**			**Date of Termination of Operation**
1	**2**	**3**			**4**
1	Uplat	2771(E)	Date	30-09-2015	27-08-2023
		1836(E)	Date	01-05-2018	27-08-2023
2	Varvade	2771(E)	Date	30-09-2015	28-01-2023
		138 (E)	Date	28-12-2022	28-01-2023
3	Talasari	2771(E)	Date	30-09-2015	28-01-2023
		1836(E)	Date	01-05-2018	28-01-2023
		138 (E)	Date	28-12-2022	28-01-2023
4	Ibhadpada	2771(E)	Date	30-09-2015	31-10-2017
5	Sutarpada	2771(E)	Date	30-09-2015	31-10-2017

6	Thakarpada	2771(E)	Date	30-09-2015	31-10-2017
		1836(E)	Date	01-05-2018	31-10-2017
7	Vadavali	2771(E)	Date	30-09-2015	28-01-2023
		138 (E)	Date	28-12-2022	28-01-2023

Mandal/Tehsil/Taluk: Vikramgad		**District : Palghar**			**State : Maharashtra**
1	Vilshet	2771(E)	Date	30-09-2015	31-10-2017
		3393(E)	Date	27-10-2016	31-10-2017
		1836(E)	Date	01-05-2018	31-10-2017
2	Kondgaon	2771(E)	Date	30-09-2015	25-07-2024
		3393(E)	Date	27-10-2016	25-07-2024
		1609(E)	Date	12-04-2018	25-07-2024
		2529(E)	Date	25-06-2024	25-07-2024
3	Talavali Tarf Satkor	2771(E)	Date	30-09-2015	25-07-2024
		3393(E)	Date	27-10-2016	25-07-2024
		1609(E)	Date	12-04-2018	25-07-2024
		2156 (E)	Date	28-04-2022	25-07-2024
		2529(E)	Date	25-06-2024	25-07-2024
4	Bhopoli	2771(E)	Date	30-09-2015	31-10-2017
5	Shil	2771(E)	Date	30-09-2015	31-10-2017
6	Mhasroli	2771(E)	Date	30-09-2015	25-07-2024
		2860(E)	Date	29-08-2016	25-07-2024
		352(E)	Date	20-01-2017	25-07-2024
		1609(E)	Date	12-04-2018	25-07-2024
		1836(E)	Date	01-05-2018	25-07-2024
		138 (E)	Date	28-12-2022	25-07-2024
		2529(E)	Date	25-06-2024	25-07-2024
7	Kurze	2771(E)	Date	30-09-2015	31-05-2018
		1836(E)	Date	01-05-2018	31-05-2018

Published in the Official Gazette of India under Rule 4 of the P&MP (ARUL) Rules 1963, framed under Section 17 of P&MP (ARUL) Act, 1962

[F.No. L-14014/49/2018-GP-II (E:-44293]

RAMJI LAL MEENA , Under Secy.

नई दिल्ली, 15 जनवरी, 2026

का.आ. 12. — पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत मैसर्स रिलायंस ईथेन पाइपलाइन लिमिटेड (आर.ई. पी.एल) के द्वारा महाराष्ट राज्य में ईथेन पाइपलाइन बिछाई जाने हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की, भारत के राजपत्र दिनांक 6 अगस्त, 2022 को प्रकाशित अधिसूचना का.आ. 3719 (अ) दिनांक 4 अगस्त, 2022 द्वारा प्राधिकृत, मैं, अनिल नाथूराम सावंत, उप समाहर्ता (सेवानिवृत्त), पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियमावली, 1963 के नियम 4 के उप–नियम (1) के नीचे दी गई परिभाषा (1) के अन्तर्गत अधिकारों के अनुपालन में, मैसर्स आर.ई.पी.एल., जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तम्भ 4 में महाराष्ट्र राज्य के जिला ठाणे में प्रचालन की समाप्ति की तारीखें घोषित करता हूँ।

अनुसूची

मंडल / तहसील / तालुका : भिवंडी		**जिला : ठाण**			**राज्य : महाराष्ट्र**
क्र.स.	**गांव का नाम**	**धारा 6(1) और 6(4) की का. आ. संख्या एवं दिनांक**			**प्रचालन समाप्ति का दिनांक**
1	**2**	**3**			**4**
1	दिघाशी	2669(अ)	दिनांक	24–09–2015	05–05–2024

		137(अ)	दिनांक	28–12–2022	05–05–2024
		655	दिनांक	05–04–2024	05–05–2024
2	दलोंडे	2669(अ)	दिनांक	24–09–2015	31–07–2018
3	खरिवली	2669(अ)	दिनांक	24–09–2015	31–07–2018
4	गोन्द्रावली	2669(अ)	दिनांक	24–09–2015	31–07–2018
5	जांभिवली	2669(अ)	दिनांक	24–09–2015	28–01–2023
		137(अ)	दिनांक	28–12–2022	28–01–2023
6	दाभाड	2669(अ)	दिनांक	24–09–2015	31–07–2018
		3391(अ)	दिनांक	27–10–2016	31–07–2018
7	किरवली	2669(अ)	दिनांक	24–09–2015	05–05–2024
		353(अ)	दिनांक	20–01–2017	05–05–2024
		137(अ)	दिनांक	28–12–2022	05–05–2024
		655	दिनांक	05–04–2024	05–05–2024
8	लाप बुद्रुक	2669(अ)	दिनांक	24–09–2015	05–05–2024
		137(अ)	दिनांक	28–12–2022	05–05–2024
		655	दिनांक	05–04–2024	05–05–2024
9	खालिंग बुद्रुक	2669(अ)	दिनांक	24–09–2015	25–07–2024
		137(अ)	दिनांक	28–12–2022	25–07–2024
		2527(अ)	दिनांक	25–06–2024	25–07–2024
10	दल्हेपाडा	2669(अ)	दिनांक	24–09–2015	05–05–2024
		137(अ)	दिनांक	28–12–2022	05–05–2024
		655	दिनांक	05–04–2024	05–05–2024
11	कुरूंद	2669(अ)	दिनांक	24–09–2015	28–01–2023
		137(अ)	दिनांक	28–12–2022	28–01–2023
12	अर्जुनली	2669(अ)	दिनांक	24–09–2015	05–05–2024
		655	दिनांक	05–04–2024	05–05–2024
13	पडघे	2669(अ)	दिनांक	24–09–2015	31–01–2018
14	भादाणे	2669(अ)	दिनांक	24–09–2015	31–01–2018

पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम,1962 की धारा 17 के अंतर्गत संरचित पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के अंतर्गत भारत सरकार के राजपत्र में प्रकाशनार्थ

[फा.सं. एल.-14014/49/2018-जी.पी.–II(ई:–44293)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 15th January, 2026

S.O. 12.—In pursuance of powers conferred by Explanation 1 below sub-rule (1) of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, Anil Nathuram Sawant, Deputy Collector (Retired), authorized by Government of India, Ministry of Petroleum & Natural Gas vide Notification S.O.3719 (E) dated 4th Aug, 2022 (published in the Gazette of India on 6th Aug, 2022) under Section 2(a) of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962) to perform the functions of Competent Authority for laying Ethane Pipeline by M/s Reliance Ethane Pipeline Limited (REPL) in the State of Maharashtra, in consultation with M/s REPL, to whom the Right of User in the land in that area has been

vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of Termination of Operations in District Thane in the State of Maharashtra.

SCHEDULE

Mandal/Tehsil/ Taluk: Bhiwandi		**District : Thane**			**State : Maharashtra**
Sl. No.	**Village**	**S.O. No. and Date of Notification under sub-section (1) & (4) of Section 6**			**Date of Termination of Operation**
1	**2**	**3**			**4**
1	Dighashi	2669(E)	Date	24-09-2015	05-05-2024
		137 (E)	Date	28-12-2022	05-05-2024
		655	Date	05-04-2024	05-05-2024
2	Dalonde	2669(E)	Date	24-09-2015	31-07-2018
3	Kharivali	2669(E)	Date	24-09-2015	31-07-2018
4	Gondravali	2669(E)	Date	24-09-2015	31-07-2018
5	Jambhivali	2669(E)	Date	24-09-2015	28-01-2023
		137 (E)	Date	28-12-2022	28-01-2023
6	Dabhad	2669(E)	Date	24-09-2015	31-07-2018
		3391(E)	Date	27-10-2016	31-07-2018
7	Kiravali	2669(E)	Date	24-09-2015	05-05-2024
		353(E)	Date	20-01-2017	05-05-2024
		137 (E)	Date	28-12-2022	05-05-2024
		655	Date	05-04-2024	05-05-2024
8	Lap Budruk	2669(E)	Date	24-09-2015	05-05-2024
		137 (E)	Date	28-12-2022	05-05-2024
		655	Date	05-04-2024	05-05-2024
9	Khaling Budruk	2669(E)	Date	24-09-2015	25-07-2024
		137 (E)	Date	28-12-2022	25-07-2024
		2527(E)	Date	25-06-2024	25-07-2024
10	Dalepada	2669(E)	Date	24-09-2015	05-05-2024
		137 (E)	Date	28-12-2022	05-05-2024
		655	Date	05-04-2024	05-05-2024
11	Kurund	2669(E)	Date	24-09-2015	28-01-2023
		137 (E)	Date	28-12-2022	28-01-2023
12	Arjunali	2669(E)	Date	24-09-2015	05-05-2024
		655	Date	05-04-2024	05-05-2024
13	Padgha	2669(E)	Date	24-09-2015	31-01-2018
14	Bhadane	2669(E)	Date	24-09-2015	31-01-2018

Published in the Official Gazette of India under Rule 4 of the P&MP (ARUL) Rules 1963, framed under Section 17 of

P&MP (ARUL) Act, 1962

[F. No. L-14014/49/2018-GP-II(E:-44293)]

RAMJI LAL MEENA , Under Secy.

नई दिल्ली, 15 जनवरी, 2026

का.आ. 13.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत मैसर्स रिलायंस ईथेन पाइपलाइन लिमिटेड (आर.ई. पी.एल) के द्वारा महाराष्ट राज्य में ईथेन पाइपलाइन बिछाई जाने हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की, भारत के राजपत्र दिनांक 6 अगस्त, 2022 को प्रकाशित अधिसूचना का.आ. 3719(अ) दिनांक 4 अगस्त, 2022 द्वारा प्राधिकृत, मैं, अनिल नाथूराम सावंत, उप समाहर्ता (सेवानिवृत्त), पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियमावली, 1963 के नियम 4 के उप–नियम (1) के नीचे दी गई परिभाषा (1) के अन्तर्गत अधिकारों के अनुपालन में, मैसर्स आर.ई.पी.एल., जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तम्भ 4 में महाराष्ट्र राज्य के जिला पालघर में प्रचालन की समाप्ति की तारीखें घोषित करता हूँ।

अनुसूची

मंडल / तहसील / तालुका : वाडा		**जिला : पालघर**			**राज्य : महाराष्ट्र**
क्र.स.	**गांव का नाम**	**धारा 6(1) और 6(4) की का. आ. संख्या एवं दिनांक**			**प्रचालन समाप्ति का दिनांक**
1	**2**	**3**			**4**
1	ब्राम्हणगाव	2771(अ)	दिनांक	30–09–2015	31–05–2018
		1836(अ)	दिनांक	01–05–2018	31–05–2018
2	सुपोंडा	2771(अ)	दिनांक	30–09–2015	31–05–2018
		1836(अ)	दिनांक	01–05–2018	31–05–2018
3	कलंमखांड	2771(अ)	दिनांक	30–09–2015	31–05–2018
		1836(अ)	दिनांक	01–05–2018	31–05–2018
4	मांडे	2771(अ)	दिनांक	30–09–2015	31–07–2018
		1836(अ)	दिनांक	01–05–2018	31–07–2018
5	भोपिवली	2771(अ)	दिनांक	30–09–2015	25–07–2024
		1836(अ)	दिनांक	01–05–2018	25–07–2024
		138(अ)	दिनांक	28–12–2022	25–07–2024
		2529(अ)	दिनांक	25–06–2024	25–07–2024
6	खरीवली तर्फे कोहोज	2771(अ)	दिनांक	30–09–2015	25–07–2024
		1836(अ)	दिनांक	01–05–2018	25–07–2024
		138(अ)	दिनांक	28–12–2022	25–07–2024
		3446(अ)	दिनांक	27–07–2023	25–07–2024
		2529(अ)	दिनांक	25–06–2024	25–07–2024
7	आंबिस्टे खु.	2771(अ)	दिनांक	30–09–2015	28–01–2023

		1836(अ)	दिनांक	01–05–2018	28–01–2023
		138(अ)	दिनांक	28–12–2022	28–01–2023
8	आंबिस्टे बुद्रुक	2771(अ)	दिनांक	30–09–2015	28–01–2023
		1836(अ)	दिनांक	01–05–2018	28–01–2023
		138(अ)	दिनांक	28–12–2022	28–01–2023
9	खानिवली	2771(अ)	दिनांक	30–09–2015	30–04–2018
		1836(अ)	दिनांक	01–05–2018	30–04–2018
10	बिलोशी	2771(अ)	दिनांक	30–09–2015	27–03–2023
		2459(अ)	दिनांक	05–07–2016	27–03–2023
		2863(अ)	दिनांक	24–08–2016	27–03–2023
		1836(अ)	दिनांक	01–05–2018	27–03–2023
		5725(अ)	दिनांक	05–12–2022	27–03–2023
		1041(अ)	दिनांक	27–02–2023	27–03–2023
11	खरीवली तर्फे पौलबार	1281(अ)	दिनांक	23–03–2016	27–03–2023
		2863(अ)	दिनांक	24–08–2016	27–03–2023
		2155(अ)	दिनांक	25–04–2022	27–03–2023
		267(अ)	दिनांक	28–12–2022	27–03–2023
		1041(अ)	दिनांक	27–02–2023	27–03–2023
12	चिंचघर	2771(अ)	दिनांक	30–09–2015	25–07–2024
		1281(अ)	दिनांक	23–03–2016	25–07–2024
		2863(अ)	दिनांक	24–08–2016	25–07–2024
		1743(अ)	दिनांक	17–04–2018	25–07–2024
		1836(अ)	दिनांक	01–05–2018	25–07–2024
		1041(अ)	दिनांक	27–02–2023	25–07–2024
		2528(अ)	दिनांक	25–06–2024	25–07–2024
13	विजयगड	2771(अ)	दिनांक	30–09–2015	27–03–2023
		1281(अ)	दिनांक	23–03–2016	27–03–2023
		1041(अ)	दिनांक	27–02–2023	27–03–2023
14	मुसारणे	2771(अ)	दिनांक	30–09–2015	27–08–2023
		1836(अ)	दिनांक	01–05–2018	27–08–2023
		138(अ)	दिनांक	28–12–2022	27–08–2023
		3446(अ)	दिनांक	27–07–2023	27–08–2023
15	घोनसाई	2771(अ)	दिनांक	30–09–2015	31–07–2018
		1836(अ)	दिनांक	01–05–2018	31–07–2018
16	मेट	2771(अ)	दिनांक	30–09–2015	31–07–2018
		1836(अ)	दिनांक	01–05–2018	31–07–2018

पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम,1962 की धारा 17 के अंतर्गत संरचित पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के अंतर्गत भारत सरकार के राजपत्र में प्रकाशनार्थ

[फा.सं. एल.-14014/49/2018-जी.पी.–II(ई:–44293)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 15th January, 2026

S.O. 13.—In pursuance of powers conferred by Explanation 1 below sub-rule (1) of Rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, Anil Nathuram Sawant, Deputy Collector (Retired), authorized by Government of India, Ministry of Petroleum & Natural Gas vide Notification S.O.3719 (E) dated 4th Aug, 2022 (published in the Gazette of India on 6th Aug, 2022) under Section 2(a) of the Petroleum & Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962) to perform the functions of Competent Authority for laying Ethane Pipeline by M/s Reliance Ethane Pipeline Limited (REPL) in the State of Maharashtra, in consultation with M/s REPL, to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of Termination of Operations in District Palghar in the State of Maharashtra.

SCHEDULE

Mandal/Tehsil/ Taluk: Wada		**District : Palghar**			**State : Maharashtra**
Sl. No.	**Village**	**S. O. No. and Date of Notification under sub-section (1) & (4) of Section 6**			**Date of Termination of Operation**
1	**2**	**3**			**4**
1	Brahmangaon	2771(E)	Date	30-09-2015	31-05-2018
		1836(E)	Date	01-05-2018	31-05-2018
2	Suponda	2771(E)	Date	30-09-2015	31-05-2018
		1836(E)	Date	01-05-2018	31-05-2018
3	Kalamkhand	2771(E)	Date	30-09-2015	31-05-2018
		1836(E)	Date	01-05-2018	31-05-2018
4	Mande	2771(E)	Date	30-09-2015	31-07-2018
		1836(E)	Date	01-05-2018	31-07-2018
5	Bhopivali	2771(E)	Date	30-09-2015	25-07-2024
		1836(E)	Date	01-05-2018	25-07-2024
		138 (E)	Date	28-12-2022	25-07-2024
		2529 (E)	Date	25-06-2024	25-07-2024
6	Kharivali Tarf Kohoj	2771(E)	Date	30-09-2015	25-07-2024
		1836(E)	Date	01-05-2018	25-07-2024
		138 (E)	Date	28-12-2022	25-07-2024
		3446(E)	Date	27-07-2023	25-07-2024
		2529 (E)	Date	25-06-2024	25-07-2024
7	Ambiste Kd	2771(E)	Date	30-09-2015	28-01-2023
		1836(E)	Date	01-05-2018	28-01-2023
		138(E)	Date	28-12-2022	28-01-2023
8	Ambiste Bk	2771(E)	Date	30-09-2015	28-01-2023
		1836(E)	Date	01-05-2018	28-01-2023
		138 (E)	Date	28-12-2022	28-01-2023
9	Khanivali	2771(E)	Date	30-09-2015	30-04-2018
		1836(E)	Date	01-05-2018	30-04-2018

10	Biloshi	2771(E)	Date	30-09-2015	27-03-2023
		2459(E)	Date	05-07-2016	27-03-2023
		2863(E)	Date	24-08-2016	27-03-2023
		1836(E)	Date	01-05-2018	27-03-2023
		5725(E)	Date	05-12-2022	27-03-2023
		1041 (E)	Date	27-02-2023	27-03-2023
11	Kharivali Tarf Poulbar	1281(E)	Date	23-03-2016	27-03-2023
		2863(E)	Date	24-08-2016	27-03-2023
		2155 (E)	Date	25-04-2022	27-03-2023
		267 (E)	Date	28-12-2022	27-03-2023
		1041(E)	Date	27-02-2023	27-03-2023
12	Chinchghar	2771(E)	Date	30-09-2015	25-07-2024
		1281(E)	Date	23-03-2016	25-07-2024
		2863(E)	Date	24-08-2016	25-07-2024
		1743(E)	Date	17-04-2018	25-07-2024
		1836(E)	Date	01-05-2018	25-07-2024
		1041(E)	Date	27-02-2023	25-07-2024
		2528 (E)	Date	25-06-2024	25-07-2024
13	Vijaygad	2771(E)	Date	30-09-2015	27-03-2023
		1281(E)	Date	23-03-2016	27-03-2023
		1041 (E)	Date	27-02-2023	27-03-2023
14	Musarne	2771(E)	Date	30-09-2015	27-08-2023
		1836(E)	Date	01-05-2018	27-08-2023
		138(E)	Date	28-12-2022	27-08-2023
		3446(E)	Date	27-07-2023	27-08-2023
15	Ghonsai	2771(E)	Date	30-09-2015	31-07-2018
		1836(E)	Date	01-05-2018	31-07-2018
16	Met	2771(E)	Date	30-09-2015	31-07-2018
		1836(E)	Date	01-05-2018	31-07-2018

Published in the Official Gazette of India under Rule 4 of the P&MP (ARUL) Rules 1963, framed under Section 17 of P&MP (ARUL) Act, 1962

[F. No. L-14014/49/2018-GP-II(E:-44293)]
RAMJI LAL MEENA , Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 27 नवम्बर, 2025

का.आ. 14.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आरआरएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय**, जबलपुर केपंचाट(केस आर/39//2006 और 49/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को **27/11/2025** को प्राप्त हुआ था।

[सं. एल-42012/212/2005-आई.आर.(सी.एम-II)]

[सं. एल-42012/22/2014-आई.आर.(डीयू)]

सलोनी, उप निदेशक/लिंक अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th November, 2025

S.O. 14.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Case R/39//2006And 49/2014*)*** of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **RRL** and their workmen, received by the Central Government on **27*/11/2025*.**

[No. L-42012/212/2005– IR (CM-II)]

[No. L-42012/22/2014– IR (DU)]

SALONI, Dy. Director/Link Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

1. NO. CGIT/LC/ R/39/2006

Present: P.K.Srivastava

H.J.S..(Retd)

The President,
R.R.L.Dainik Vetan Bhogi Karmachari Sangh,
LIG-SR-541 Katara Hills, Bagh Mughalia,
Bhopal (M.P.)

Workman

Vs

The Director,
Regional Research Laboratory,
(at present,
Advanced Material & Processes Research Institute)
Habibganj Naka, Bhopal (M.P.)

Management

WITH

2. NO. CGIT/LC/ R/49/2014

Bhavani Deen Shuklware,
S/o Shrikrishna Shuklware,
Shed No. 171/5, B-Sector, 100 Quarters,
Piplani, Bhopal (M.P.)

Workman

Vs

The Director,
Advanced Material & Processes Research Institute,
(Previously Regional Research Laboratory)
Hoshnagabad Road, Habibganj Naka,
Bhopal (M.P.)

Management

(JUDGMENT)

(Passed on this 26th day of September- 2025)

In case R/39/2006,

As per letter dated 31/07/2006 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-42012/212/2005-IR(CM-II)*** dt. 31/07/2006. The dispute under reference relates to:-

"Whether the demand of Shri Awadhesh Kumar Sisodia for his reinstatement and issuing of appointment letters to him and 94 others (as per list enclosed) by the Regional Research Laboratory and declaration of them as permanent employees is legal and justified? If yes, to what relief they are entitled?"

In case R/49/2014:-

As per letter dated 27/05/2014 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under ***Section-10 of Industrial Disputes Act, 1947*** (in short the '***Act'***) as per Notification ***No.L-42012/22/2014-IR(DU)*** dt. 27/05/2014. The dispute under reference relates to:-

"Whether the demand of Shri Bhavani Deen Shuklware for his reinstatement alongwith backwages by AMPRI previously RRL, is legal and justified? If yes, to what relief they are entitled for?"

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 Union, the Applicant workman No.1 who is also the President of the Union along other 94 applicant workmen are working continuously from the date of their first appointments for more than 240 days in every year and have attained the status of permanent employees. The Management did not Award them permanent status nor did the Management regularize their services. They formed an Association in the year 2004 and raised their demand but in order to desist the applicant workmen from raising their lawful demands, the applicant workman No.1 who is also the President of the Association, was orally terminated by the management. He raised a dispute in this respect. He was informed that he and other workmen have been terminated from Regional Research Laboratory i.e. Management i.e., R.R.L. and transferred to C.M.C. i.e., Outsourcing Security Agency. According to the Workman Union, they are employees of the Management of Regional Research Laboratory and not of any Security Agency. When a dispute was raised before the Assistant Labour Commissioner by workman Union, the Management took a stand that these workman are contractor's employees which is factually incorrect. The workmen are engaged as helpers, peons, Technical Assistants, Chowkidars, Gardeners, Waterman, Drivers, Lab Assistants, Sweepers, Plumber etc. by the Management of Regional Research Laboratory. According to the workman Union, the termination of the services of the applicant workman No.1 Avdesh Kumar Sisodiya, who is also the President of the Union, is against law because no notice or compensation was given to him. Further, the action of the Management in not classifying and declaring the applicant workmen as their permanent employees is also against law. Accordingly, it has been prayed that the reference be answered in favour of the applicant workmen Union.

In its written statement of defense, the case of the management is **firstly,** that the Management of Regional Research Laboratory is not an 'Industry' under Industrial Disputes Act. 1947, hence the reference is not maintainable before this Tribunal. **Secondly,** the workmen were not employed by the Management of Regional Research Laboratory, hence there is no question of termination of their services by the management and their reinstatement. According to the Management, there is no relationship of workman and employer between the parties. **Thirdly,** that the Union has no *locus standi* to raise the present dispute and **Fourthly**, the present dispute has been raised only with a view to secure appointment through back door entry. According to the management, the applicant workmen are contractor employees engaged through contractor and Management has no role to play in this respect. Accordingly the Management has prayed that the reference be answered against the workman Union.

In case **R/49/2014,** the workman has additionally alleged that he was disengaged by the management from 01.03.2011 without any notice or compensation which is in violation of Section 25-F and 25-G of the Act and also in violation of Section 33 (1)(A) inspite of the fact that he was also one of the claimants/applicants in the case R/39/2006 and was disengaged without any approval from the Tribunal, during the pendency of that case. Rest of the allegations are the same as in R/39/2006.

These two cases have been consolidated and are being disposed by a common Judgment and Award.

The management has additionally admitted in R/49/2014 that the workman Shri Bhawani Deen is one of the applicants in R/39/2006. Rest of the pleadings are the same as in R/39/2006.

The workman side has filed affidavit of 37 witness out of which only applicant workman witness Shri Avdesh Kumar Sisodiya, President of the Union, Shri Ramesh Chandra Rajkumar,Shri Chandrakant Bhat, have been cross-examined by management. Rest of the witness did not appear for the cross-examination. The workman Union has further filed job card for workshop Exhibit W-1 four papers and also filed I.D. cards, some photographs.

The Management filed and proved documents, Exhibit M-1, letter of Director of the Management dated 31-10-2005 to Assistant Labour Commissioner seeking direction to contractor to obtain necessary license from Management in Contract Labour (Regulation & Abolition) Act, 1970. Exhibit M-2 is the certificate of Registration of contractors Exhibit M-3 is annual Report of Management as Principal Employer sent to Registering Office as per contract rules. Exhibit M-4 is Annexure of annual returns. Exhibit M-5 is work order dated 5-12-2006 to Contractor M/s Bharat Security Services for housekeeping services in the laboratory. Exhibit M-6 to M-11 are job contracts for providing man power for horticulture, cleaning, guest house and canteen services issued to M/s Shramik Kalyan Samiti and M/s Bharat Security Services for the year 2005-2006. Exhibit M-12 is work agreement for cleaning with M/s Bharat Security Services executed in the year 2006 for one year. Exhibit M-13 to M-16 are letters awarding contract to M/s Bharat Security Services for housekeeping, security services, horticulture services, cleaning, guest house and canteen services respectively. Exhibit M-18 is another letter by Director of the Management to the Assistant Labour Commissioner seeking direction to the Contractors to get necessary licences ExhibitM-18 to M-20 and Exhibit M-21, M-22, M-23 to M-30 are different documents of M/s Bharat Security Services showing that they deposited employees provident fund dues of their employees and raised bills in the year 2006-2007.

The Management has filed affidavit of its witness Shri S.K. Gupta, controller of Administration who never

appeared for cross-examination, hence his affidavit cannot be read in evidence in support of management The Management has filed another Affidavit of its witness Shri Somnath Majumdar, Administrative Officer. He has been cross-examined by workman side. The Management has further examined its another witness Shri Radheshyam Namdeo Waghmare, Administrative Officer, Shri Hemant Kumar Malviya, Proprietor of M/s Bharat Security Services. These witness have also been cross-examined by the Workman Union.

Following issues were framed on the basis of pleadings-

1. ***Whether the Management of Regional Research Laboratory is Industry as defines under Section 2-J of the Industrial Disputes Act, 1947??***
2. ***Whether the workman Union has locus standi to raise the present dispute?***
3. ***Whether there exists a relationship of workman and employer between the applicant workman and Management of Regional Research Laboratory?***
4. ***Whether the action of Management in retiring the services of the applicant workman Mr. Avdesh Kumar Sisodiya, the President of the Union is legal?***
5. ***Whether the applicant workmen are entitled to be given status of permanent employee of the Management of Regional Research Laboratory?***

Issue No. 1, was answered against the management, holding the management industry as defined under the Act.

Issue No. 2, was also in favour of the workmen.

Issue No. 3 and 4, were answered in favour of the workmen, holding their disengagement by the management without any notice or compensation, bad in law.

Issue No. 5, the management was directed pay lump sum compensation of Rs. 2 Lac per workmen with interest as mentioned in the judgment and award.

The management preferred a W.P. No. 19485/2023 and workmen side filed W.P. No. 12020/2023, before Hon'ble High Court of M.P. against the judgment and award which was decided by a Single Bench of Hon'ble High Court, vide order dated 22.08.2023, with following observations:-

*"**The reference was made as to whether a declaration can be made that employees are permanent employees. It is the case of the parties that none of the employee except the President of Union was removed and all the 94 employees were working. However, with passage of time, 10 expired and at present only 64 are working. So far as other employees are concerned, it is the case of the parties that their services have already been terminated which is not the subject matter of the present litigation. Thus, when the services of 64 employees have not been terminated and they are still working, then the CGIT should have considered as to whether those workmen are entitled for the status of permanent employee or not. But the Tribunal has awarded compensation in lieu of reinstatement, under a belief that they are also out of job. Therefore, such a finding cannot sustain.***

Under these circumstances, the findings recorded by CGIT on these issues are set aside. The matter is remanded back to CGIT to decide as to whether the respondent/laboratory is the principal employer or not, and accordingly shall also decide as to whether the workman are entitled for the status of permanent employee or not.

***Let entire exercise be completed within a period of 6 months from today.**"*

It is in compliance of this remand order, the matter again proceeded before this Tribunal. Workman filed documents vide list dated 22.02.2024, which he proved as Ex-W/2 to Ex-W/12, he was cross-examined by management. Management did not file any affidavit.

I have heard argument of Learned Counsel for the workman Mr. Swapnil Khare, and Learned Senior Counsel Mr. Anoop Nair, assisted by Learned Counsel Mr. Neeraj Kewat for Management. Workman side has filed written arguments, also which are part of record. I have gone through the record as well.

As it comes out from the perusal of the aforesaid judgment of the Hon'ble High Court, finding of this Tribunal on the issue No. 1 and 2 have been affirmed. Findings on issue No. 3, 4 and 5 have been setaside, this Tribunal has been directed to decide as to whether the respondent/laboratory is Principal Employer or not and whether the workmen are entitled to status of permanent employee or not, hence, in light of these directions, issue No. 3, 4 and 5 become redundant and following issues are framed for determination.

(A) Whether the respondent/laboratory is Principal Employer or not?

(B) Whether the services of the workmen Avdesh Kumar Sisodiya and Bhawani Deen Shuklware

were terminated by the management in violation of the Act?

(C) Whether the workmen are entitled for permanent status or not?

Issue (A),

The case of the workmen Union is that since 1989 till 1992, the members of the Union have been working as contract labour on daily wages with the management of R.R.L., thereafter, they were shown to be working as employees of security agencies who were engaged to supply manpower for different jobs, after 2005. The management witness has filed and proved different work agreements originating in the year 2006, which are Ex-M/7, Ex-M/8, for guest house and canteen management, Ex-M/9 for providing manpower for housekeeping, Ex-M/10 for security, Ex-M/11 for Horticulture, Ex-M/12 for cleaning, Ex-M/13 to M/17, filed and proved by management are letters dated 26.09.2006 issued by them to the different outsourcing agencies informing that they have been awarded contract. There is on record the registration certificate of the management as Principal Employer issued on 14.02.1996 which shows that the contract labour is to be employed in watch and ward of the properties of the Laboratory, maintenance, sanitation deputing skilled labour and supply of unskilled labour total 69 + 47 = 116. Ex-M/1 is the letter of the Labour Commissioner dated 31.10.2005 informing the management regarding the amendments in the Principal Employer, registration certificate issued on 14.02.1996, number of employees have been changed now 25 in security services, 15 each in Horticulture, cleanliness, guest house and canteen and 100 in housekeeping. The management witness has further filed and proved documents with respect to payment to different contractors and also the licenses issued by the concerned Licensing Authority to the management, registering them as Principal Employer, which are Ex-M/1 to Ex-M/4, relating to the year 2006.

The word '***Principal Employer***' is defined in the ***Contract Labour (Regulation and Abolition) Act, 1970 (the Act),*** Section ***2(g)*** which is as follows:-

*"**principal employer** means—*

(i) *in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf,*

(ii) *in a factory, the owner or occupier of the factory and where a person has been named as the manager of the factory under the Factories Act, 1948 (63 of 1948), the person so named,*

(iii) *in a Mine, the owner or agent of the mine and where a person has been named as the manager of the mine, the person so named,*

(iv) *in any other establishment, any person responsible for the supervision and control of the establishment."*

The word '***Workman***' is also defined, under Section ***2(i)*** of the '***Act***', which is as follows:-

"***workman*** *means,*

any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or un-skilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be express or implied, but does not include any such person--

(A) *who is employed mainly in a managerial or administrative capacity; or*

(B) *who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature; or*

(C) *who is an out-worker, that is to say, a person to whom any articles or materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamented, finished, repaired, adapted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out-worker or in some other premises, not being premises under the control and management of the principal employer."*

It is established that the management has been issued license as Principal Employer under Contract Labour (Regulation & Abolition)Act 1970, the outsourcing agreements of 2006 have been filed and proved, **hence, the management is held to be a Principal Employer as defined under Section 2(g) of the Contract Labour (Regulation & Abolition) Act1970.**

Issue (A) stands answered accordingly.

Issue (B) & (C)-,

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

According to the allegations in the statement of claim, the workmen have been working since 1989 till 1992 and up to 2005 as contract employees on daily wages, engaged by the management directly and thereafter they have been shown to be outsourcing employees sent by the outsourcing agencies for different works as mentioned, to work on the sites of the management.

Further the case of the workmen side is that these outsourcing contracts are sham and bogus, a camouflage adopted by management just to deprive the workmen of their legally admissible claims with respect to permanent status and regularization. It has been submitted from the side of workmen Union that this action of management is unfair labour practice as defined under Section 2(ra) of the Act r/w Fifth Schedule, which prohibits the management to engage Badli or Contract Workers for years with the object to deprive them of the status and privileges of permanent workman. This act is prohibited under Section 25-T of the Act and even is a crime as provided under section 25-U of the Act. It has further been submitted that it will be in the interest of justice to undo the mischief committed by management by way of adopting unfair labour practice under sham and bogus outsourcing contracts.

Section 2(ra), Fifth Schedule, Section 25-T and 25-U are being reproduced as under:-

"Section 2 (ra) which defines unfair labour practice is being reproduced as follows:-

*"**(ra) "unfair labour practice" means any of the practices specified in the Fifth Schedule;"***

Schedule 5 of the Act which enumerates unfair labour practice is

also being reproduced as follows:-

THE FIFTH SCHEDULE

See section 2(ra) UNFAIR LABOUR PRACTICES

I.—On the part of employers and trade unions of employers

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

   (a) threatening workmen with discharge or dismissal, if they join a trade union;

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

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

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

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

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

3. *To establish employer sponsored trade unions of workmen.*

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

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

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

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

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

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

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

5. *To discharge or dismiss workmen—*

   (a) by way of victimisation;

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

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

(d) for patently false reasons;

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

(f) in utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste;

(g) for misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the workman, thereby leading to a disproportionate punishment.

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

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

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

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

10. To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen.

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

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

13. Failure to implement award, settlement or agreement.

14. To indulge in acts of force or violence.

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

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

Section 25 (T & U) of the Act reads as follows:-

5T. Prohibition of unfair labour practice.*—No employer or workman or a trade union, whether registered under the Trade Unions Act, 1926 (18 of 1926), or not, shall commit any unfair labour practice.*

25U. Penalty for committing unfair labour practices.*—Any person who commits any unfair labour practice shall be punishable with imprisonment for a term which may extend to six months or with fine which may extend to one thousand rupees or with both.*

From perusal of Schedule and provisions mentioned above, Act of engaging contract labours, casual or temporaries and to continue them as such for years with the object of depriving them of status, privileges of permanent workman is unfair labour practice adopted by management which have been prohibited under section 25-T of the Act, section 25-U of the Act provides penal consequences for such an unfair labour practice too.

The Act may have civil penal consequences same is the case with unfair labour practice, the penal consequences of unfair labour practice is provided in the Act but civil consequences are not provided. This fact does not denude the Courts and Tribunals under the Act to undo the effects of such Act like unfair labour practice which is prohibited by the Act.

It requires to be seen, whether the outsourcing contracts are sham and bogus and just with a view to deprive workmen of their legally admissible claims. As stated above, the claim of the workmen is that before being shown as outsourcing employees, they were working as employees of management on contract basis right since 1992 and thereafter till 2005, their this case gets support from the statement of witnesses examined by the workmen side, the workman Shri Avdesh Kumar Sisodiya, who happens to be an office bearer of the Union states that he and other 94 workers mentioned in the list to the schedule of the reference have continuously been working since 1989 till 16.09.2004 with the management. He further states that there was no contractor engaged for outsourcing from 1989 to 2004. There is nothing in his cross-examination to discredit him on his this stand, same is with the other witness Shri Ramesh Chandra Raikwar, who states that he has been working since last 10 years with the management, and his affidavit was filed in 2009, which implies that he has been working since 1999 according to him. Similarly, witness, Shri Chandrakant Bhatt, has stated that he has been working since 1997, he was issued an appointment letter also. The workman Shri Bhawani Deen Shuklware who is in the list of the workman in the case R/39/2006, has stated on oath

in his statement in the case R/49/2014, that he has continuously been working since 02.10.1993 with the management in its Engineering Department as Plumber/Helper. They raised a claim for their regularization which is pending as R/39/2006. He was disengaged by the management on 01.03.2011. He has filed and proved photocopy of overtime allowance, job card, gate card and another job card which have been issued in the year 1999, 2002-2003, they contain his name. This establishes and corroborates his case that he was working even before 2006, when the management awarded work contract to outsourcing agencies. Same is the case with workman Shir Avdesh Kumar Sisodiya as well other workers.

The management has flatly denied engagement of Shri Avdesh Singh Sisodiya or any workmen by them at any point of time, by them. The management witnesses have stated that these workmen have been working as outsourcing employees, supplied by the outsourcing security agencies for different works as mentioned. The first work contract filed and proved is effective from 2006 thus, it is established that before 2006, these workmen were working as contract labourers engaged by the management directly and thereafter they worked as outsourcing employees, supplied by the outsourcing agencies under work agreement executed between the management and outsourcing agencies, since 2006 and thereafter.

This is also established that these workmen have been working at the sites of management and under control and directions of the management officers, thus Ex-M/3 is the work agreement between the management and contractor entered into on 01.10.2006, which is mentioned at Page 2, first paragraph that this contract is for providing manpower for housekeeping at the Regional Research Laboratory. Ex-M/8 is also the work agreement dated 01.10.2006, shows that it was for providing guest house and canteen arrangement. Ex-M/10 executed on 01.10.2006, is for security arrangement. Ex-M/11 also executed on 01.10.2006, is for Horticulture purpose. Ex-M/12 executed on 01.10.2006, is for cleaning purpose. Thus, from the statements of management witnesses as well the aforesaid documents, coupled with registration certificates of Principal Employer, issued by Licensing Authority, as mentioned above, establish that the contracts have been for supply of manpower for Horticulture, Security, Cleaning, Canteen, etc.

Since, this fact is also established that these works existed even prior to the outsourcing agreements and were done by these workmen before its services were outsourced to outsourcing agencies and also the fact that these workers have been outsourced to the outsourcing agencies since 2006 and thereafter, it shows that these workers are of permanent and perennial nature. Since, these works are of permanent and perennial nature, the management was under obligation to employ regular employees for these works. By engaging contract workers/daily wagers for the job, which are of permanent and perennial nature for years and changing the contract workers employed by management to outsourced workers, the management is held to adopted unfair labour practice.

Since, the aforesaid outsourcing contracts have been executed with sole purpose of defeating the law or for doing an act which is forbidden by law, they are '*Void Agreements'* as mentioned in Section **2(h)**, **2(j)** & Section **23** of ***The Indian Contract Act, 1872***, which are being reproduced as under:-

*"**2(h)** **An agreement enforceable by law is a contract;***

2(j)** **A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable.

***10. What agreements are contracts.—**All agreements are contracts if they are made by the free consent of parties competent to contract**, for a lawful consideration and with a lawful object,** and are not hereby expressly declared to be void. Nothing herein contained shall affect any law in force in India and not hereby expressly repealed by which any contract is required to be made in writing or in the presence of witnesses, or any law relating to the registration of documents.*

23. What considerations and objects are lawful, and what not.—The consideration or object of an agreement is lawful, unless—

it is forbidden by law; or

is of such a nature that if permitted, it would defeat the provisions of any law; or

is fraudulent; or

involves or implies injury to the person or property of another; or

the Court regards it as immoral, or opposed to public policy.

In each of these cases, the consideration or object of an agreement is said to be unlawful. Every agreement of which the object or consideration is unlawful is void.

From the above description and discussion, following proposition of facts and law are established:-

i. The work was of permanent and perennial nature.

ii. The work was being taken by management directly till 2005 and thereafter through outsourcing agencies.

iii. The work agreements were, for purpose to defeat the legally admissible claims as mentioned in Fifth Schedule to the Act.

iv. The workers worked at the sites of the management under control and directions of the management.

Hence, in light of these findings, the work contracts are declared sham and bogus, just a camouflage to deprive the workmen of their legally admissible claims.

Now it is established that in the case in hand, the management has adopted unfair labour practice and that the work agreements with outsourcing agreements are sham and bogus, just a camouflage to deprive the workmen of their legally admissible claims, the question arises at to what will be its consequences?

Even if, it is assumed that the outsourcing agreements are not sham and bogus, the situation does not change, still the management is guilty for adopting unfair labour practice by employing contract labours firstly, directly and thereafter through outsourcing agencies for years and years right before 2000 till date, with the sole purpose of depriving the workmen of their legally admissible claims.

Unfair labour practice is an offence in the Act, this is criminal consequence of the Act, and the civil consequence of the Act is not mentioned in ***The Industrial Disputes Act, 1947***. The Courts and Tribunals are not without powers to undo the civil consequence of the Act, which is prohibited in law.

*Learned Counsel for management has referred to judgment of **Hon'ble Supreme Court in the case of Joint Secretary, Central Board of Secondary Education v/s Raj Kumar Mishra & Ors. 2025 Live Law (SC) 343**, wherein it has been held that if there is no employer-employee relation between the parties, no claim regarding permanency or regularization will be added in this bill.*

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

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

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

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

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

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

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

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

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

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

"OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

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

OFFICE ORDER

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

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

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot"

(emphasis supplied)

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

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

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

25. *This Court in the later judgment in Hari Nandan Prasad v. Food Corporation of India [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , after adverting to the law laid down in U.P. Power Corpn. Ltd. v. Bijli Mazdoor Sangh [(2007) 5 SCC 755 : (2007) 2 SCC (L&S) 258] and Maharashtra SRTC [Maharashtra SRTC v. Casteribe Rajya Parivahan*

Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] wherein Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] is adverted to in both the cases, held that on a harmonious reading of the two judgments, even when there are posts available, in the absence of any unfair labour practice the Labour Court cannot give direction for regularisation only because a worker has continued as daily-wage worker/ad hoc/temporary worker for number of years. Further, such a direction cannot be given when the worker concerned does not meet the eligibility requirement of the post in question as per the recruitment rules:

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

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

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

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

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

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

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

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

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

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

1947 read with Section 25-T which is prohibited under Section 25-U, Chapter V-C of the ID Act, 1947. We have to hold that the judgment of the High Court in reversing the award is not legal and the same is set aside by us.

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

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

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

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

***23.** Further, the reliance placed upon the decision of this Court on Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] by the High Court to reverse the finding of fact recorded in the award in favour of the workman in answering the points of dispute in the negative, is not tenable in law in view of the judgment of this Court in Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana [Maharashtra SRTC v. Casteribe Rajya Parivahan Karmchari Sanghatana, (2009) 8 SCC 556 : (2009) 2 SCC (L&S) 513] , wherein, this Court after adverting to Umadevi (3) case [State of Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist". (SCC p. 574)*

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

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

The principles of law laid down in the referred case is of more relevance.

Reference may be taken of judgment of Hon'ble Supreme Court in the case of **Jaggo v/s Union of India reported in (2024) SCC Online SC 3826** , the relevant paragraphs of this judgment are being reproduced as follows:-

"22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations. ……

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

• Misuse of "Temporary" Labels:- Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits

that regular employees are entitled to, despite performing identical tasks.

• Arbitrary Termination:- Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

• Lack of Career Progression:- Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

• Using Outsourcing as a Shield:- Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

• Denial of Basic Rights and Benefits:- Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances."

The principle laid down in the case of Jaggo (Supra) has been followed by Hon'ble Supreme Court in the case of ***Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144).*** The relevant portion of the said judgment is being reproduced as follows:-

"12. The evidence, including documentary material and undisputed facts, reveals that the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general "ban on fresh recruitment" cannot be used to deny labor protections to long serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of "equal pay for equal work," repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.

14. The Respondent Employer places reliance on Umadevi (supra) to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are "illegal" and those that are "irregular," the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite "temporary" employment practices as done by a recent judgement of this court in Jaggo v. Union of India

16. The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record."

As regards the matter of reinstatement of the workman Shri Avdesh Kumar Sisodiya in R/39/2006 and Shri Bhawani Deen Shuklware in R/49/2014, case of the workman side in R/39/2006 is that the workman Shri A.K. Sisodiya was disengaged by management from 16.09.2004. The first work agreement filed and proved by

management relates to outsourcing in 2006. Hence, undoubtedly this workman was disengaged by management of then R.R.L. The case of workman Shri Bhawani Deen Shuklware is that he was disengaged from 01.03.2011. According to management, workers were outsourced by agencies since 2006. The statement of Shri Bhawani Deen Shuklware, coupled with the documents proved and referred in his statement establish that he also worked with management of R.R.L. till 2005 as daily wage contract labour engaged by management that too in the light of pleading and statement of management witnesses from R.R.L. in which they have denied employing this workman in any capacity, establishes the fact that this workman had worked as daily wage contract labour of management of R.R.L. since his first engagement in 1993 till 2005 and thereafter as an outsourced employee engaged in the same job which he was working before, till he was disengaged.

In both the cases, it is not disputed that no notice or compensation was given to these two employees when they were retrenched by management. Hence, their disengagement is held in violation of Section 25-F and 25-G of the Act.

In light of these considerations, the Employer's discontinuation of the Appellant Workmen Shri Avdesh Kumar Sisodiya in R/39/2006 and Shri Bhawani Deen Shuklware in R/49/2014, stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 25-F and 25-G of *The Industrial Disputes Act, 1947*, and that all the workmen in these two cases were engaged in essential, permanent and perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen of these two cases, who have served continuously in *de facto* regular roles for an extended period. The action of management to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby held in violation of the Act and an unfair labour practice.

The issues B & C stands answered accordingly.

The references, therefore stand answered with the following directions:-

AWARD

The discontinuation of the services of the Applicant workmen Shri Avdesh Kumar Sisodiya and Shri Bhawani Deen Shuklware in both the references, are held to have been effected without compliance with Section 25-F and Section 25-G of the Industrial Disputes Act, 1947, and are held illegal. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.

The Employer shall reinstate the two Workmen as mentioned above in their respective posts (or posts akin to the duties they previously performed) within 30 days from the date of publication of this Award. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

Considering the length of service, the Applicant workmen Shri Avdesh Kumar Sisodiya and Shri Bhawani Deen Shuklware shall be entitled to 25% of the back wages from the date of their discontinuation until their actual reinstatement. The management shall clear the aforesaid dues within 30 days from the date of their reinstatement.

The management of R.R.L. now A.M.P.R.I. is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within three months from the date of reinstatement, duly considering the fact that they have performed perennial duties akin to permanent posts. In assessing regularization, the management shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the management shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms.

The workmen in these cases are also held entitled to litigation cost computed at Rs. 50,000/- in total, to be paid to them within 30 days from the date of publication of Award.

In case of default of payment of amounts mentioned/calculated on the basis of Award within the time prescribed, interest @6% p.a. from the date of Award till payment.

A copy of this judgment and award be kept on the file of R/49/2014.

DATE:- 26/09/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 2025

का.आ. 15.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I**के पंचाट **(संदर्भ संख्या 67/2014)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **17/12/2025** को प्राप्त हुआ था।

[सं. एल-20012/47/2014-आई.आर.(सी.एम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 17th December, 2025

S.O. 15.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 67/2014***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL.** and **their workmen** received by the Central Government on **17/12/2025.**

[No. L-20012/47/2014– IR (CM-I)]

SALONI, Dy. Director/Link Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

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

Reference Case No. 67/2014

Parties:

Employers in relation to the management of P.B. Area

Of M/s. BCCL, Kusunda, Dhanbad.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri N. Nath, O.S. Legal H.Q

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 10/12/2025

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-20012/47/2014 (IR(CM-I)) dated 10/06/2014 has been pleased to refer the following dispute between the employer i.e. management of P.B. Area of M/s. BCCL, Kusunda, Dhanbad and their workman through President, Bhartiya Mazdoor Sangh, Kusunda, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the Management of P.B. Area of M/s. BCCL in denial to regularize Sri Naresh Paswan in the post of Surface Tippler Operator is fair and justified? To what relief the

concerned workman is entitled to?"

2. On receiving order no. L-20012/47/2014 (IR(CM-I)) dated 10/06/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 67 of 2014 was registered on 27.06.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After issuance of regd. notice, none appeared on behalf of both the parties. It further transpires from the case record, when the case record was put up after a long gap on 17.01.2022, registered notices were sent to both the parties but even thereafter no step was taken from the workman side. However Sri Ranjeet Kr. Jha, Legal Inspector for the management appeared. Thereafter on 11.07.2025 again regd. Notice was issued to workman/union but union/workman did not appear before this Tribunal and the notice was returned with endorsement "प्राप्तकर्ता का पता नहीं चला, वापस" Though on 12.09.2025, Sri N. Nath, O.S. Legal H.Q appeared before this Tribunal but workman/union failed to appear.

4. On perusal of the entire case record it transpires that the workman never appeared before this Tribunal for a period of 11 years which shows that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 13 जनवरी, 2026

का.आ. 16.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (32/2025) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-I)-10]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 16.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 32/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-10]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 23rd day of July, 2025

INDUSTRIAL DISPUTE No. 32/2025

Between:

Shri Thommandru Pethuru,

Attender, H.No. 2-25,

Mundadugu No8, Unguturu Mandalam,

Telaprolu, Dist. Krishna, AP-521109.

.....Petitioner

AND

1. Branch Manager, State Bank
   Of India, Telaprolu, Krishna,
   AP-521109.
2. Assistant General manager,
   State Bank of India, LHO,
   Amaravati, Gunfoundry,
   Hyderabad-500001. **.....Respondent**

Appearances:

For the Petitioner : None

For the Respondent: Shri B. Shiva Ram Sharma, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 7/29/2024-B1 dated 30.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Shri Thommandru Pethuru is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 32/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 23rd day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 जनवरी, 2026

का.आ. 17.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (33/2025) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-I)-11]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 17.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 33/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-11]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 23rd day of July, 2025

INDUSTRIAL DISPUTE No. 33/2025

Between:

Shri Galanki Moshe Rao,

Attender, D.No.1-167,

Telaprolu, Krishna Dist.

AP-521109.

.....Petitioner

AND

1. Branch Manager, State Bank
   Of India, Telaprolu, Krishna,
   AP-521109.
2. Assistant General manager,
   State Bank of India, LHO,
   Amaravati, Gunfoundry,
   Hyderabad-500001. **.....Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 7/30/2024-B1 dated 30.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Shri Galanki Moshe Rao is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 33/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 23rd day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 जनवरी, 2026

का.आ. 18.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (34/2025) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-I)-12]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 18.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 34/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-12]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 23rd day of July, 2025

INDUSTRIAL DISPUTE No. 34/2025

Between:

Shri Koyyalamudi Livingston,

Attender, D.No.42-4-27,

Ramakrishnapurma, Grandhalayam St,

Vijayawada, Krishna, AP-520003.

……Petitioner

AND

1. Branch Manager, State Bank
   Of India, Mandadam Branch,
   Krishna, AP-520003.
2. Assistant General manager,
   State Bank of India, LHO,
   Amaravati, Gunfoundry,
   Hyderabad-500001. **…..Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 7/31/2024-B1 dated 30.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Koyyalamudi Livingston is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 34/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 23rd day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 जनवरी, 2026

का.आ. 19.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (35/2025) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-I)-13]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 19.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 35/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-13]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 23rd day of July, 2025

INDUSTRIAL DISPUTE No. 35/2025

Between:

Shri Bandi Xavier,

Temporary Messenger,

9-11-4, Bandi Vari Street Kapadipalem,

Spsr Nellore, AP-524001.

.....Petitioner

AND

1. Branch Manager, State Bank

   Of India, Nellore Main Branch,

   Spsr Nellore, AP-524003.

2. Assistant General manager,

   State Bank of India, LHO,

   Amaravati, Gunfoundry,

   Hyderabad-500001. **.....Respondent**

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 7/32/2024-B1 dated 30.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Bandi Xavier is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 35/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 23rd day of July, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 जनवरी, 2026

का.आ. 20.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (92/2025) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-14]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 20.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 92/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-14]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 1st day of August, 2025

INDUSTRIAL DISPUTE No. 92/2025

Between:

Shri Chilapam Mallam Kondiah,

Tempory Messenger and Water Boy

Sweeper, Arundhathiwada Karatampu

Narampeta, Spsr Nellore, AP-524307.

……Petitioner

AND

1. Branch Manager, State Bank
   Of India, Adb Atmakur Branch,
   Spsr Nellore, AP-524322.
2. Assistant General Manager,
   State Bank of India, LHO,
   Amaravati, Gunfoundry,
   Hyderabad-500001. **…..Respondent**

Appearances:

For the Petitioner : Ch. Venkat Raman, advocate

For the Respondent: Shri B Shiva Ram Sharma, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 7/84/2024-B1 dated 31.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Chilapam Mallam Kondiah is legal and justified? If not, what

relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 92/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 1st day of August, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 जनवरी, 2026

का.आ. 21.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (93/2025) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-15]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 21.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 93/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-15]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - Sri IRFAN QAMAR

Presiding Officer

Dated the 1st day of August, 2025

INDUSTRIAL DISPUTE No. 93/2025

Between:

Shri Rayavarapu Ramesh Babu,

Messenger, 1-65, Madhirapadu,

Krishna, AP-521311.

.....Petitioner

AND

1. Branch Manager, State Bank
   Of India, Vuyyuru Branch,
   Krishna, AP-521165.
2. Assistant General manager,
   State Bank of India, LHO,
   Amaravati, Gunfoundry,
   Hyderabad-500001. **…..Respondent**

Appearances:

For the Petitioner : None

For the Respondent: Shri Y. Ranjeeth Reddy, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 7/85/2024-B1 dated 31.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s State Bank of India and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Rayavarapu Ramesh Babu is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No 93/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 1st day of August, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 13 जनवरी, 2026

का.आ. 22.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार चित्तरंजन लोकोमोटिव वर्क्स के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **आसनसोल** के पंचाट (03/2018) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-16]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 22.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 03/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*

Asansol **as shown in the Annexure, in the industrial dispute between the management of Chittaranjan Locomotive Works and their workmen.**

[No. L-12025/01/2026- IR(B-I)-16]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL.

PRESENT: Shri Ananda Kumar Mukherjee,
Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

APPLICATION NO. 03 OF 2018

PARTIES: Anubha Sen

Vs.

1. General Manager, Chittaranjan Locomotive Works
2. Chief Personnel Officer, Chittaranjan Locomotive Works
3. Chief Medical Officer, Kasturba Gandhi Hospital, CLW.

REPRESENTATIVES:

For the Applicant: None.

For the Respondent No. 1: None.

For the Respondent No. 2: None.

For the Respondent No. 3: Mr. Jayanta Goswami, Advocate.

INDUSTRY: Railways.

STATE: West Bengal.

Dated: 10.11.2025

AWARD

1. Smt. Anubha Sen, the applicant as well as the Chief Personnel Officer, Chittaranjan Locomotive Works, opposite party are found unrepresented without step. Mr. Jayanta Goswami, learned advocate appeared for the Chief Medical Officer, Kasturba Gandhi Hospital, Chittaranjan Locomotive Works, the other opposite party.

2. The case is fixed up today for evidence of Anubha Sen. In compliance with order dated 29.08.2025 Notice was issued to her for appearance and hearing. I find from the record that Notice under registered post has been sent to the petitioner at her address and same has been returned with a report that addressee has died. Let the envelope containing Notice be kept with the record.

Petitioner filed the instant application under sub-sections 2 and 3 of Section 2A of the Industrial Disputes (Amendment) Act, 2010 praying for a direction upon the respondent employer to allow her to join in the post of Staff Nurse at the Hospital of the company and continue in her employment until she reached the age of superannuation with all pay, perks and benefits to which a staff nurse is entitled with effect from 05.01.2009 and for setting aside the order dated 21.09.2015 by which her prayer was turned down by the Competent Authority of the opposite party establishment.

3. Since the petitioner passed away during pendency of this case and no evidence has been adduced till date, the Industrial Dispute raised by the petitioner in the application cannot be considered. The application is accordingly disposed of.

Hence,

ORDERED

The Application under sub-section 2 and 3 of Section 2A of the Industrial Disputes (Amendment) Act, 2010 is disposed of due to abatement. An Award be drawn up in light of the above decision. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information

and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 13 जनवरी, 2026

का.आ. 23.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **उत्तर पूर्व रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (80/2012) प्रकाशित करती है।

[सं. एल-41011/92/2012-आई.आर.(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 13th January, 2026

S.O. 23.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.80/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen.

[No. L-41011/92/2012- IR(B-I]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 80/2012

Reference No. L-41011/92/2012-IR(B-I) dated 27.09.2012

BETWEEN

Shri Satyanam, S/o Shri Bal Govind,

C/o Madal Mantri, NE Railway Union, R/o S.S 931 Sec. HLDA Colony,

Kanpur Road, Lucknow

Versus

1. Divisional Railway Manager (Personal),

North Eastern Railway, DRM Office, Ashok Road, Lucknow

2. Sr. Section Engineer Electrical (S./C.) Lucknow Junction, Lucknow

3. The Sr. Divisional Electrical Engineer, North Eastern Railway

DRM Office, Ashok Marg, Lucknow

Judgment

By means of order/reference L-41011/92/2012-IR(B-I) dated 27.09.2012, the Central Government considered it desirable to refer the dispute for adjudication to the following effect:-

> *"Whether the action of the management of North Eastern Railway, Lucknow in not promoting Shri Satyanam S/o Shri Bal Govind by allowing him benefit of seniority from August, 1987 and promoting his juniors to the post of Fitter Grade-II, is legal and justified? To what relief the concerned workman is entitled?"*

In response, the claimant has filed his statement of claim on 10.04.2013; wherein following relief has been sought:

> *"अतएवं न्यायालय श्रीमान जी निवेदन है कि वाद से संबंधित श्रमिक द्वारा प्रस्तुत वाद-पत्र में वर्णित प्रस्तर 1 लगायत 26 के तथ्यों को संज्ञान में लेते हुये वाद से संबंधित श्रमिक को रेल परिषद के आदेश दिनांक 21.04.89 के पत्र संख्या ई (एन.बी.)/11/84/अ-ई (1)/1 पी के पैरा-3 के अनुसार एवं भारतीय रेल नियमावली के पैरा 311 के अनुक्रम में*

प्रशासनिक आधार पर स्थानान्तरित कर्मचारियो को समाहरण करने वाले सम्वर्ग के उपर्युक्त ग्रेड में पूर्ण वरिष्ठता के साथ समाहरित किया जाय तथा इस आदेश के अनुसार संबंधित कर्मकार को पोस्टिंग की तिथि-अगस्त 1983 से मूल वरीयता का लाभ देते हुये कनिष्ठ कर्मचारियों सर्वश्री किताबुल्ला ग्रेड 1 तथा लल्लन प्रसाद ग्रेड-1 व पशुपति नाथ ड्राइवर माल गाड़ी से ऊपर वरीयता / वरिष्ठता का लाभ देते हुये ग्रेड- । तक के प्रोन्नति व आर्थिक लाभ अनुमन्य कराये जाने का आदेश किया जाना न्याय हित में आवश्यक है एवं सेवायोजक के विरूद्ध गुण-दोषों के आधार पर अभिनिर्णय दिया जाना न्यायोचित व श्रमिक / यूनियन द्वारा प्रार्थनीय है। अति कृपा होगी।"

The respondent has filed written statement denying the claim; and thereafter the rejoinder and documents have been exchanged.

On behalf of respondent, raised an objection that by means of present case as the workman has sought seniority from August, 1987 and raised the industrial dissipate on the basis of which, reference has been made in the year 2012 (27.09.2012), so the present industrial dispute filed by him is liable to be dismissed, on the ground of delay & laches.

Thus, main point to be decided "whether the relief as claimed by workman/Shri Satyanam for promotion and benefit of seniority from August, 1987, can be granted or not?" as he has challenged the same after 38 years from the date of cause of action?

Answer to the said question find place in the judgment passed by The Hon'ble Rajasthan High Court in the case of **M.D./Chief Manager, Jaipur Agar, Rajasthan State Road Transport Corp., Jaipur v. General Secretary, Rajasthan Transport Workers Organisation, Jaipur, 2024 (182) FLR 892**, in which it has been held as under:

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

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

> *"19. We are clearly of the view that though the Limitation Act, 1963 is not applicable to the reference made under the ID Act but delay in raising industrial dispute is definitely an important circumstance which the Labour Court must keep in view at the time of exercise of discretion irrespective of whether or not such objection has been raised by the other side. The legal position laid down by this Court in Gitam Singh [Asstt. Eng., Rajasthan Development Corpn v. Gitam Singh], that before exercising its judicial discretion, the Labour Court has to keep in view all relevant factors including the mode and manner of appointment, nature of employment, length of service, of service, the ground on which termination has been set aside and the delay in raising industrial dispute before grant of relief in an industrial dispute, must be invariably followed.*
>
> *20. Now, if the facts of the present case are seen, the position that emerges is this: the workman worked as a work-charged employee for a period from 1.11.1984 to 17.2.1986 (in all he worked for 286 days during his employment). The services of the workman were terminated with effect from 18.2.1986. The workman raised the industrial dispute in 1992 i.e. after 6 years of termination. The Labour Court did not keep in view admitted delay of 6 years in raising the industrial dispute by the workman. The judicial discretion exercised by the Labour Court is, thus, flawed and unsustainable. The Division Bench of the High Court was clearly in error in restoring the award of the Labour Court whereby reinstatement was granted to the workman. Though, the compensation awarded by the Single Judge was too low and needed to be enhanced by the Division Bench but surely reinstatement of the workman in the facts and circumstances is not the appropriate relief"*

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

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

Further, the Hon'ble Supreme Court, in Bichitrananda Behera (supra), after considering the erstwhile

judgments of Union of India v Tarsem Singh, Union of India v. N. Murugesan, and Chairman, State Bank of India v. M.J. James, concluded that delay and laches are vital in service matters, and can be seen as acquiescence."

Hon'ble Karnataka High Court in the case of **Chamundeshwari Sugars Ltd. V. H.T. Raju (Since Deceased) by L.Rs. & others 2025 (184) FLR 721** has held as under:

"7. The facts are sufficiently said and they do not require reiteration. The issue relates to the grant of permission to prosecute the petitioner. With this background, let me consider what facts I have here. In the present case, the proceedings began based on the complaint made by Late H.T. Raju Suffice it to note that HT. Raju made a complaint to the Labour Commissioner on 16.05.2017. The true copy of the complaint is furnished along with the Writ Petition and the same is marked as Annexure-M. It is dated 16.05.2017 and H.T Raju made allegations about non-payment of HRA, medical allowance and leave wages as per Settlement dated 21.08 1986. The Management filed its objections and brought to the notice of the Labor Commissioner that it had settled all the dues to HT. Raju.

It is not in dispute that the Management and the Union signed a Settlement dated 21.08.1986 and thereafter, several settlements were entered into between the Management and the respective Union from time to time. Moreover. H.T. Raju was allotted a quarter and therefore, he was not eligible for HRA. It is pivotal to note that H.T. Raju resigned and the same was accepted by the Management accordingly a service certificate was also issued back in the year 2006 ie, on 04.09.2006 and the gratuity amount and leave encashment were also paid.

If one visualizes the scenario of the facts, the settlement happened back in the year 1986 and the dues were settled in the year 2006. Strangely, H.T. Raju made an allegation and gave a complaint. There is an inordinate delay of almost thirty years from the date of settlement. Reckoning the date from the settlement of dues, there is an inordinate delay of almost eleven years. The impugned order is at Annexure-Q. A perusal of the same reflects that the Labor Commissioner has erroneously proceeded in the matter and has blindly granted permission to prosecute the petitioner Management."

Further the Hon'ble Himanchal Pradesh High Court in the case **of Slig Ram v. Executive Director (Personnel) & another 2025 (184) 1043** has held as under:

8 It is a matter of record that according to the reference, petitioner's services were terminated w.e.f. 23/26.03.1998. The questions to be answered by the learned Labour Court were (i) whether such termination, of petitioner's services who had raised industrial dispute after more than 16 years, without complying the provisions of the Act is legal & justified. (ii) If not, keeping in view the delay of more than 16 years in raising the industrial dispute, to what relief petitioner would be entitled to.

9. Industrial dispute was raised by the petitioner on 11.03.2014. Admittedly cause of action had accrued to the petitioner in the year 2007, when according to him persons disengaged alongwith him were re-instituted. From 26.03.1998 (date of termination of petitioner's services as mentioned in the reference), there was delay of 16 years in taking recourse to law.

Accordingly, it has been held that workman is not entitled for any relief.

In case of **The State of Himachal Pradesh and other vs. Smt. Tara Devi reported in 2025 LLR(740)** it has been held as under:-

16. The issue still remains that if the workman was really aggrieved by the grant of fictitious breaks to her or the factum of juniors allegedly being retained while she was disengaged, then, why she did not raise the issue in between the year 2004 to 2010 and why did she rake up the issue only thereafter when she served for 16 days in the year 2010. All these aspects of the matter have been ignored by the learned Labour Court.

17. Learned Court has not appreciated that the con- duct of the workman also has to be taken into consideration and in this particular case the conduct of the workman did not entail the relief as was granted to her by the learned Labour Court.

And in case of **Saryu Ravidas @ Seryu Rabidas & Others vs. Central Coalfields Ltd. and Others, reported in 2025(186) FLR (154)** it has been held as under:-

15. In the case of University of Delhi v. Union of India and others [(2020)13 SCC 745], it has been held that condonation of long delay should not be automatic as the accrued right or the adverse consequence to the opposite party is also to be kept in perspective. While considering condonation of delay, the routine explanation would not be enough, rather it should be in the nature of indicating "sufficient cause" to justify the delay which will depend on the backdrop of each case and will have to be weighed carefully by the Courts based on the fact situation.

16. In the case of Shankara Co-op. Housing Society Ltd. v. M. Prabhakar [(2011)5 SCC 607], the Hon'ble Supreme Court has held that delay and laches is one of the factors that requires to be borne in mind by the High Courts when they exercise their discretionary power under Article 226 of the Constitution of India. In an appropriate case, the High Court may refuse to invoke its extra-ordinary powers, if there is such negligence or omission on the part of the applicant to assert his rights taken in conjunction with the lapse of time and other circumstances. Filing of representations would not be adequate explanation to justify the delay.

17. In the case of State of M.P. and others v. Nandlal Jaiswal and others [(1986)4 SCC 566], the Hon'ble Supreme Court has held that power of the High Court to issue an appropriate writ under Article 226 of the Constitution of India is discretionary and the High Court in exercise of its discretionary power, does not ordinarily assist the tardy and the indolent or the acquiescent and the lethargic. If there is inordinate delay on the part of the petitioner in filing a writ petition and such delay is not satisfactorily explained, the High Court may decline to intervene and grant relief in the exercise of its writ jurisdiction.

18. It is thus well settled that delay and laches is one of the factors to decline exercise of discretionary power under Article 226 of the Constitution of India, if there is negligence or omission on the part of the applicant to assert his rights.

19. Considering the facts and circumstances of the present case as well as the aforesaid judicial pronouncements, this Court is of the view that the present case has been preferred after an inordinate delay i.e. 15 years of passing the impugned order dated 03.05.2010 that too, without giving any cogent explanation for the same. As such there is no reason to exercise discretionary jurisdiction so as to grant any relief to the petitioners.

Recently, in the case of **Amna Khatoon & Others v.s. Aligarh Muslim University Through Its Vice-Chancellor, Aligarh & Another [2025(186)FLR 590],** The Hon'ble Allahabad Court has dismissed the claim as raised by the claimant/Petitioner, on the ground of limitation, and also on the grounds that selection of the juniors were not challenged by the workman/petitioner, who was superseded, relevant paragraph reads as under:-

16. At this stage, Court takes note that during pendency of this writ petition i.e., for last 5 years, much water has flown and that posts have already been filled up and since their selection are not under challenge, therefore, relief sought in present writ petition is rendered infructuous.

Reverting to the facts of present case, as it is not in disputed between the parties rather admitted fact, that by means of present case, applicant/workman, has challenged his non-promotion and denial of seniority from August, 1987, by means of present ID case after more than 38 years, so the said relief cannot be granted on the ground of delay and laches, as per the law stated here in above.

AWARD

For the foregoing reasons the workman is not entitled for any relief, and the reference is answered accordingly.

Lucknow.

24th December, 2025.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 24.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इलाहाबाद बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (04/2011) प्रकाशित करती है।

[सं.एल-12012/83/2010-आई.आर.(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 24.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2011*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen.

[No. L-12012/83/2010- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

I.D. No. 04/2011

Ref No.L-12012/83/2010 (IR(B-II)) Dated: 05.01.2011

Shri Sanjay Kumar Singh

S/o Sh. Tejpal Singh

R/o Village & Post Neer,

Distt. Hardoi Hardoi (Distt.) **……Appellant**

Versus

1- **Asstt General Manager, Allahabad Bank**,

Zonal Office, Lalbagh, Sitapur. **……Respondent no.2**

2- **Branch Manager, Allahabad Bank**

Hardoi Branch, EDD-1,

Naumaish Chauraha, Hardoi. **……Respondent no.2**

AWARD

By order No. L-12012/83/2010 (IR(B-II)) Dated: 05.01.2011, the present Industrial Dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

> *"Whether the action of the management of Allahabad Bank in removing Shri Sanjay Kumar, daily wager workman from service w.e.f.10.02.2010 is legal or justified? If not, what relief the concerned workman is entitled to?"*

Accordingly, the present I.D case no. 04/2011, registered before this tribunal.

SUBMISSION ON BEHALF OF WORKMAN

On behalf of the workman in brief it has been submitted that he was appointed as casual/daily wage worker on the post of peon in Allahabad Bank, Hardoi Branch, EDD-1 Numainsg Chauraha, by the Branch manager in the year 2004, and the work and duties discharged by him was equalant to the work discharged by class 4th/sub staff of the bank, further during his tenure of working at various point of time he was also deputed delivery of Dak etc to various bank.

Further while he was working and discharging his duties without any reasons respondent no.2/Branch Manager terminated/retrenched his service on 15.02.2010.

Accordingly it is submitted on behalf of the workman that the impugned action on the part of the respondent thereby terminating/retrenching his service with effect from 15.02.2010, is illegal and in violation of Section 25F of the Industrial Dispute Act, as such the relief claimed by him that the oral termination/retrenchment order dated 15.02.2010, may be set aside and reinstated in his service with all consequential benefit.

SUBMISSION ON BEHALF OF RESPONDENT

Shri SK Shukla, Advocate on behalf of respondent, on the basis of pleading in the written statement, submits as under:-

(i). The opposite party Bank is a Government of India undertaking in public sector and recruitment of subordinate staff therein is made strictly according to prescribed mandatory provisions of Employment Exchange (Compulsory Notification of Vacancies) Act, 1959 as also to Rules/Regulations/Notifications/Guidelines issued time to time.

(ii). For the process of recruitment for permanent subordinate staff in the opposite party Bank, whenever needed, vacancies are notified in newspapers of wide circulation and names of eligible candidates are also sponsored from Local Employment Exchange. The eligible candidates are called for written test followed by interview and panel of successful candidates is prepared. The appointment letters are issued and the incumbent is allowed to join duty at the place of his posting only after successful medical test. The appointee is paid scaled wages/salary after statutory deductions.

(iii). The appointee is required to endorse his attendance in the prescribed attendance register at the branch. It is further stated that Zonal Head is only appointing authority for subordinate staff in the opposite party Bank in their

respective zones. No official other than Zonal Head is competent to appoint any subordinate staff in the Bank. The Branch Manager was not competent to appoint any person in the branch.

(iv). Indisputedly, claimant had never under gone through above recruitment procedure for subordinate staff in opposite party Bank.

(v). It is settled law that no back door entry is permissible in public employment and it is violation of Article-14 and 16 of Constitution of India and the law laid down by the Apex Court. However it is also settled law that any illegal appointment, if any, would not create any right in public post. Further any employee who secures appointment in breach of mandatory rules is not entitled for benefit of provisions of ID Act, 1947.

(vi). There was no relationship of master and servant between claimant and opposite party Bank at any point of time and therefore present dispute is not covered within definition of Industrial Dispute under ID Act, 1947. Further there was no vacancy of peon in the concerned branch as on date.

(vii). It is denied that claimant had completed 240 days of continuous service in the opposite party Bank. Further the Bank documents have been manipulated for the purposes of the case and the same would not even help the case of the claimant in any manner.

(viii). As the claimant is not covered within definition of "workman" provided under I D Act, 1947, hence no question of violation of mandatory provisions of I D Act, 1947 would arise.

Accordingly, on behalf of respondent it has been prayed that the present ID case filed by the workman lacks merit, the same to be dismissed.

FINDING AND CONCLUSION

I have heard the learned counsel respondent, in spite of notice none appeared on behalf of workman, and going through the material on record, and document filed by the parties, oral and documentary etc, following points part are to be decided in the present case.

(1). Whether the plea raised by the respondent, that the present case filed by workman/Shri Sanjay Kumar is not maintainable, because Amendment Act 2010 would not apply?

(2). Whether Claimant/Shri Sanjay Kumar falls within the definition of workman, as per section 2(S) of the Act, or not?

(3). whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 10.02.2010, prior to terminated/retrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

(4). If the workman/Shri Sanjay Kumar has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrenchment, on 10.02.2010, without the following provision with section 25F of the Act, his services was retrenched then for what relief he is entitled?

POINT No. (1)

Whether the plea raised by the respondent, that the present case filed by workman/Shri Sanjay Kumar is not maintainable, because Amendment Act 2010 would not apply?

The Industrial Dispute Amendment Act 2010 has been promulgated that is Industrial Dispute Act 1947, by which Section 2A has been amended the amended which reads as under:-

> ***[2A. Dismissal, etc., of an individual workman to be deemed to be an industrial dispute****.-[(1)] Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.]*
>
> *[(2) Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may, make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of forty-five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.]*
>
> *[(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub- section (1).]*

However in the present case the workman has not filed his case under the said section but the same has been referred to this Tribunal, by way of reference dated 15.01.2011, as per clause (d) of sub-section (1) and sub- section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by the appropriate government, so the argument in question submitted on behalf of respondent by Shri SK Shukla, Advocate has got not force, and the same has been rejected.

POINT No. (2)

Whether Claimant/Shri Sanjay Kumar falls within the definition of workman, as per section 2S of the Act, or not?

The definition of 'workman' as given under Section 2(s) of the Industrial Disputes Act 1947. In this regard the definition, as it stood originally when the ID Act came into force w.e.f. 1.4.1947, read as follows:-

> *"(s) "workman means any person employed (including an apprentice) in any industry to do any skilled or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceeding under this Act in relation to an industrial dispute, but does not include any person employed in the naval, military, or air service of the Crown."*

The definition was amended by Amending Act No. 36 of 1956 which came into force from 29th August, 1956 to read as follows:-

> *(s) "workman" means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory technical or clerical 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 Army Act, 1950, or the Air Force Act, 1950, or the Navy (Discipline) Act, 1934; oz*
> >
> > *(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*
> >
> > *(i) who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

The change brought about by this Amendment was that the persons employed to do "supervisory" and "technical" work were also included in the definition for the first time by this Amendment, although those who were employed in a supervisory capacity were so included in the definition provided their monthly wage did not exceed Rs.500.

The definition of 'workman' was further amended by Amending Act No.46 of 1982 which was brought into force w.e.f. 21.8 1984 and the same reads as under:-

> *"(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);*
> >
> > *(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 one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."*

A bare perusal of the aforementioned provision clearly indicates that a person would come within the purview of the said definition if he: (i) is employed in any industry; and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

Hon'ble the Apex Court in the case of **All India Reserve Bank Employees Association Versus Reserve Bank of India reported in AIR 1966 SC 305** held as under-

> *23. The argument is extremely ingemous and the simile interesting but it misses the realities of the amendment of the Industrial Disputes Act in 1956. The definition of 'workman' as it originally stood before the amendment in 1956 was as follows :-*
>
> > *"2. (s) 'workman' means any person employed (including in apprentice) in any industry to do any skilled (11) 91 L. ed. 104 or unskilled manual or clerical work for hire or reward and includes, for the purposes of any proceedings under this Act in relation to an industrial dispute a workman discharged during that dispute, but does not include any person employed in naval, military or air service of the Government."*
>
> *24. The amending Act of 1956 introduced among the categories of persons already mentioned persons employed to do supervisory and technical work. So far the language of the earlier enactment was used. When, however, exceptions were engrafted, that language was departed from in clause (iv) partly because the draftsman followed the language of clause(iii) and partly because from persons employed on supervision work some are to be excluded because they draw wages exceeding Rs 500 per month and some because they function mainly in a managerial capacity or have duties of the same character. But the unity between the opening part of the definition and clause (iv) was expressly preserved by using the word 'such' twice in the opening part. The words, which bind the two parts, are not-"but does not include any person". They are "but does not include any such person showing clearly that what is being excluded is a person who answers the description" employed to do supervisory work" and he is to be excluded because being employed in a 'supervisory capacity' he draws wages exceeding Rs. 500 per month or exercises functions of a particular character. The scheme of our Act is much simpler then that of the American statutes. No doubt like the Taft-Hartley Act the amending Act of 1956 in our country was passed to equalize bargaining power and also to give the power of bargaining and invoking the Industrial Disputes Act to supervisory workmen, but it gave it only to some of the workmen employed on supervisory work 'Workman' here includes an employee employed as supervisor. There are only two circumstances in which such a person ceases to be a workman Such a person is not a workman if he draws wages in excess of Rs. 500 per month or if he performs managerial functions by reason of a power vested in him or by the nature of duties attached to his office The person who ceases to be a workman is not a person who does not answer the description "employed to do supervisory work" but one who does answer that description. He goes out of the category of "workmen" on proof of the circumstances excluding him from the category."*

Further in the case of **H.R. Adyanthaya & others Versus Sandoz India Ltd. reported in (1994) 5 SCC 373**, the Hon'ble Apex Court held as under:-

> *"10. It is thus obvious from the decision that the contention on behalf of the workman before the Industrial Tribunal as well as before this Court was that the employee was doing either manual or clerical work, and that not only he had no supervisory duties but he was doing his work under the direction of his superiors and, therefore, he was a workman within the meaning of the definition of workman as it stood then. The dispute in question had arisen prior to 6th January, 1956. The definition of 'workman' at the relevant time included only those persons who were employed to do any skilled or unskilled manual or clerical work. Hence the relevant contention on behalf of the workman which was negatived by this Court An inference from this decision is also possible, viz., that if the employees' work was mainly manual or clerical, he would have, even as the definition stood then, been covered by it." (See:C.G. Gupta Versus Glaxo Smith Klin Pharmaceutical Limited reported in (2007) 7 SCC 171)*

Further the Hon'ble the Apex Court in the case of **Chauharya Tripathi & others Versus L.I.C. of India & others reported in 2015 (7) SCC 263**, in Para-7 held as under.-

> *"7. Keeping in view the question posed at the beginning, we are obligated to make a survey of the authorities that have been pronounced by this Court specifically pertaining to the Development Officers working in LIC. A three- Judge Bench of this Court in S.K. Verma vs. Mahesh Chandra & Anr.3, adverted to the definition of 'workman' as originally defined under Section 2(s) of the Act and the substantial amendment that was brought in 1956 in respect of the definition of 'workman' and referred to the decision in Workmen vs. Indian Standards Institution4 and dwelled upon the hierarchy of officers working in LIC, the duties performed by such officers and 2 (2008) 11 SCC 319 3 (1983) 4 SCC 214 4 (1975) 2 SCC 847 eventually held thus*
>
> > *"A perusal of the above extracted terms and conditions of appointment shows that a development officer is to be a whole time employee of the Life Insurance Corporation of India. that his operations are to be restricted to a defined area and that he is liable to be transferred. He has no authority whatsoever to bind the Corporation in anyway. His principal duty appears to be to organise and develop the business of the Corporation in the area allotted to him and for that purpose to recruit active and reliable agents, to train them to canvass new business and to render post-sale services to policy-holders. He is expected to assist and inspire the agents. Even so he has*

not the authority to appoint agents or to take disciplinary action against them. He does not even supervise the work of the agents though he is required to train them and assist them. He is to be the 'friend, philosopher and guide' of the agents working within his jurisdiction and no more. He is expected to stimulate and excite the agents to work, while exercising no administrative control over them. The agents are not his subordinates. In fact, it is admitted that he has no subordinate staff working under him. It is thus clear that the development officer cannot by any stretch of imagination be said to be engaged in any administrative or managerial work. He is a workman within the meaning of s.2(s) of the Industrial, Disputes Act."

(See also: ***Om Carrying Corporation Versus Tilock Narang & others reported in 2016(148) FLR 915; T.Boby Francis Versus Lucy Varghese & others reported in 2016(149) FLR 866 & Jagdish Prasad Sharma Versus Presiding Officer, Industrial Tribunal-cum-Labour Court-l, Gurugram & another reported in 2023 (178) FLR 565), M/s S.K. International & another v. Ashok Tanaji Tambe & another 2024 (180) FLR 994)****.*

Hon'ble Supreme Court by means of judgment dated 2.4.2004 passed in the case of **M/s. Bharat Airtel Limited Versus A.S. Raghavendra passed in Civil Appeal No.5187 of 2023 (2024 INSC 265)** after taking into consider the definition of 'workman' as given u/s 2 's' of the I.D. Act, 1947; and various judgments on the point in issue, held as under:-

For the adjudication of the status of a workman, what is required to be seen is an emphasis on the actual work performed by such an employee. In other words, if the nature of duties actually performed predominantly shows that he discharges duties to do the work of any of the categories listed in Section 2(s). He is not covered by exceptions of Section 2(s); it would be decisive of the matter that the employee is a workman, and the designation or salary of the employee would be irrelevant.

It is now well settled that the adjudication of the issue as to person working within the meaning of Section 2(s) of the I.D. Act has to be determined with reference to the principle of nature of his duties and functions. The dominant purpose of employees must be taken into consideration, and the gloss of some additional duties must be rejected while determining the status and character of a person.

Accordingly, in nutshell it can be said that from perusal of definition of 'workman' indicates that a person would come within the purview of Section 2(s) of the ID. Act if he is employed in an industry and performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work.

Further, the definition also indicates exceptions as to when a person would not be covered in the aforementioned definition. It inter alia states that a person would not be covered under the definition if (i) he is employed in a managerial or administrative capacity or (ii) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

From the documents which are filed by the workman in support of his case which are on record as document no.1/1 to 1/139, it is clear that he was appointed as casual worker, working on the post of peon.

Further the said fact has not been denied by the respondents by way or any cogent evidence, and the workman on the basis of evidence filed by him on affidavit (Examination in Chief) as well as by way of cross examination clearly established that he was engaged as casual/daily wagers on 06.04.2004.

Accordingly, after taking to consideration above said position of law as well as the pleading by the parties, and other material on record it is clearly established that Shri Sanjay Kumar/claimant falls within the definition of workman as given u/s 2S of the Act.

POINT No. (3)

Whether the workman has completed 240 days continuously in the last 12 calendar months in the preceding year as casual/daily wager on 10.02.2010, prior to terminated/retrenched of his service without following the provision of section 25F of the Industrial Disputes Act, or not?

In order to decide the point in question it is appropriate to have a glance of Section 2(oo), 2(s) and Section 25-F of I.D. Act, 1947 which reads as under:-

*"**2. (00) "retrenchment"** means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include -*

(a) voluntary retirement of the workman; or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health;

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

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957), or

(ii) who is employed in the police service or as an officer or other employee of a prison, or

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

25F. Conditions precedent to retrenchment of workmen.-

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

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

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

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

ID.NO. 38/2009. Hon'ble Delhi High Court in the case of **Sarita Tiwari Versus Aastha Garments reported in 2024 (180) FLR 649** after taking into consideration the definition of retrenchment read with provisions as provided under Section 25-F of the Act, held as under:-

"20. It is well-settled that the burden to prove that the workman was in continuous employment of 240 days with the management is on the workman herself. This principle was reiterated by the Hon'ble Supreme Court in the landmark judgement of R.M. Yellatti v. Asstt.

Executive Engineer, (2006) 1 SCC 106; the relevant paragraph is extracted below:-

"17. Analysing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforestated judgments, we find that this By:MANISH KUMAR W.P.(C) 5369/2019 8 of 16 Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing of adverse inference ultimately would depend thereafter on the facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon the facts of each case."

21. These principles were reiterated by the Hon'ble Supreme Court in Krishna Bhagya Jala Nigam Ltd. v. Mohd. Rafi, (2009) 11 SCC 522, and the law on this subject was traced as under in paragraphs 8 to 10:

> *"8. In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan [(2004) 8 SCC 161] the position was again reiterated in para 6 as follows: (SCC p. 163)*
>
> *'6. It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had in fact worked up to 240 days in the year preceding his termination. He has filed an affidavit. It is only his own statement which is in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year. These aspects were highlighted in Range Forest Officer v.S.T. Hadimani [(2002) 3 SCC 25]. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court to hold that the workman had worked for 240 days as claimed.'*
>
> *9. In Municipal Corpn., Faridabad v. Siri Niwas ((2004) 8 SCC 195] it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In M.P. Electricity Board v. Hariram [(2004) 8 SCC 246] the position By:MANISH KUMAR W.P.(C) 5369/2019 10 of 16 was again reiterated in para 11 as follows: (SCC p. 250)*
>
> *'11. The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in Municipal Corpn., Faridabad v. Siri Niwas [(2004) 8 SCC 195] wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents.*
>
> *This is what this Court had to say in that regard: (SCC p. 198, para 15)*
>
> *"15. A court of law even in a case where provisions of the Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non- production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."*
>
> *10. In RBI v. S. Mani [(2005) 5 SCC 100] a three- Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. The Tribunal's view that the burden was on the employer was held to be erroneous. [...]"*

22. In light of the law laid down by the Hon'ble Supreme Court, the initial question to be examined is whether the petitioner discharged her burden of proving that she was in continuous employment for at least 240 days in the year preceding her date of termination."

Reverting to the facts of the present case the workman/Shri Sanjay Kumar, has filed evidence in support of his case as document no.1/14 to 1/166.

Further in his evidence filed on affidavit (Examination in Chief) he has established that he was engaged in the bank the capacity of casual worker, discharged his duties up till 15.02.2010, when his services was orally terminated/retrenched by the opposite party no.2 as per the verbal orders passed by the opposite party no.1.

Moreover during the cross examination from the side of respondent, the questions is put on him, relevant are quoted herein below:-

प्रश्न :- आपको कव बैंक के रखा गया था।

उत्तर :- सन् 2004.

प्रश्नः- किस दिन व महिने के रखा था।

उत्तरः- 04.06.2004 में रखा गया था।

प्रश्नः- सां 2004 में आपकी सेक्षित योग्ता क्या थी

उत्तरः- मैं कक्षा 8th पास था

प्रश्नः- जितने दिन आप काम कर रहे थे आपको वाउचर के थ्रू पेमेंट दिया गया था

उत्तरः- हा यह कहना सही है

Moreover in spite of the repeated opportunity given to the respondent neither they are not filed any evidence on affidavit in support of his case(examination in chief), so this Tribunal by order dated 25.11.2020 has closed the right of the management to file its evidence, and evidence was closed.

However, respondent have not filed any document in order to revert the evidence/material file by the workman in respect to continuous on working by him for 240 days continuously as casual/daily worker in the last proceeding 12 calendar months, i.e. attendant register, wages register etc, that workman has not work continuously 240 days in last 12 months in the preceding calendar year prior to retrenchment/termination service, taking into consideration above said fact and the law down by The Hon'ble Apex Court in the case of **Nayan Bhagwantroo Gosavi Balajiwale Vs. Gopal Vinayak Gosavi & Ors, AIR 1960 SC 100** held that admission is best piece of evidence that opposite party can rely upon if the same is not denied by the person who is made the same.

And, by the Hon'ble Apex Court in the case of **Dharmarathmakara Raibahadur Arcot Ramashwamy Mudaliar Educational Institution Vs. Education Appellate Tribunal & Anr. (199) 7 SCC 332**, held that if the facts are admitted by a party and same is not denied in any manner then same is binding on it and on the basis of averments if an order is passed there is no violation of principle of natural justice.

Thus the workman/Shri Sanjay kumar, has prove that he has continuously work 240 days in last 12 months preceding calendar year, prior to termination/retrenchment of his services.

Point No. (4)

If the workman/Shri Sanjay Kumar has completed 240 days continuously in the last 12 calendar month prior the date of his termination/retrenchment, on 10.02.2010, without the following provision with section 25F of the Act, his services was retrenched then for what relief he is entitled?

In order to decide the point in question, the answer filed place in the given by The Hon'ble Madhya Pradesh High Court in the case of **Branch Manager, Central Bank of India Tilak Chowk Vidisha Versus Pradeep Kumar Sen reported in 2024 (181) FLR 809** held as under:-

"22. The Supreme Court in the case of Bharat Sanchar Nigam Limited Vs. Bhurumal, reported in (2014) 7 SCC 177 has held as under:-

> *"33. It is clear from the reading of the aforesaid judgments that the ordinary principle of grant of reinstatement with full back wages, when the termination is found to be illegal is not applied mechanically in all cases. While that may be a position where services of a regular/permanent workman are terminated illegally and/or mala fide and/or by way of victimisation, unfair labour practice, etc. However, when it comes to the case of termination of a daily-wage worker and where the termination is found illegal because of a procedural defect, namely, in violation of Section 25-F of the Industrial Disputes Act, this Court is consistent in taking the view that in such cases reinstatement with back wages is not automatic and instead the workman should be given monetary compensation which will meet the ends of justice. Rationale for shifting in this direction is obvious."*

23. The Supreme Court in the case of Jayant Vasantrao Hiwarkar Vs. Anoop Ganpatrao Bobde and others reported in (2017)11 SCC 244 has upheld the grant of compensation in lieu of reinstatement as the respondent had merely worked for a period of one year.

24. The Supreme Court in the case of Hari Nandan Prasad and another Vs. Employer I/R to Management of Food Corporation of India and another, reported in (2014) 7 SCC 190 has held as under-

> *"19. The following passages from the said judgment would reflect the earlier decisions of this Court on the question of reinstatement: (BSNL case, SCC pp. 187-88, paras 29-30)*
>
> *"29. The learned counsel for the appellant referred to two judgments wherein this Court granted compensation instead of reinstatement. In BSNL v. Man Singh, this Court has held that when the termination is set aside because of violation of Section 25-F of the Industrial Disputes Act, it is not necessary that relief of reinstatement be also given as a matter of right. In Incharge Officer v. Shankar Shetty, it was held that those cases where the workman had worked on daily-wage basis, and worked merely for a period of 240 days or 2 to 3 years and where the termination had taken place many years ago, the recent trend was to grant compensation in lieu of reinstatement.*
>
> *30. In this judgment of Shankar Shetty, this trend was reiterated by referring to various judgments, as is clear from the following discussion: (SCC pp. 127-28, paras 2-4)*

'2. Should an order of reinstatement automatically follow in a case where the engagement of a daily-wager has been brought to an end in violation of Section 25-F of the Industrial Disputes Act, 1947 (for short "the ID Act")? The course of the decisions of this Court in recent years has been uniform on the above question.

3. In Jagbir Singh v. Haryana State Agriculture Mktg. Board, delivering the judgment of this Court, one of us (R.M. Lodha, J.) noticed some of the recent decisions of this Court, namely, U.P. State Brassware Corpn. Ltd. v. Uday Narain Pandey, Uttaranchal Forest Development Corpn. v. M.C. Joshi, State of M.P. v. Lalit Kumar Verma, M.P. Admn. v. Tribhuban, Sita Ram v. Moti Lal Nehru Farmers Training Institute, Jaipur Development Authority v. Ramsahai, GDA v. Ashok Kumar and Mahboob Deepak v. Nagar Panchayat, Gajraula and stated as follows: (Jagbir Singh case, SCC pp.330 & 335, paras 7 & 14)

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

14. It would be, thus, seen that by a catena of decisions in recent time, this Court has clearly laid down that an order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly, daily-wagers has not been found to be proper by this Court and instead compensation has been awarded. This Court has distinguished between a daily-wager who does not hold a post and a permanent employee."

4. Jagbir Singh has been applied very recently in Telegraph Deptt. v. Santosh Kumar Seal, wherein this Court stated: (SCC p. 777, para 11)

11. In view of the aforesaid legal position and the fact that the workmen were engaged as daily-wagers about 25 years back and they worked hardly for 2 or 3 years, relief of reinstatement and back wages to them cannot be said to be justified and instead monetary compensation would subserve the ends of justice"

21. We make it clear that reference to Umadevi, in the aforesaid discussion is in a situation where the dispute referred pertained to termination alone. Going by the principles carved out above, had it been a case where the issue is limited only to the validity of termination, Appellant

1 would not be entitled to reinstatement……."

25. The Supreme Court in the case of O.P.Bhandari Vs. Indian Tourism Development Corporation Limited and others reported in (1986) 4 SCC 337 has held as under :-

"6. Time is now ripe to turn to the next question as to whether it is obligatory to direct reinstatement when the concerned regulation is found to be void. In the sphere of employer-employee relations in public sector undertakings, to which Article 12 of the Constitution of India is attracted, it cannot be posited that reinstatement must invariably follow as a consequence of holding that an order of termination of service of an employee is void. No doubt in regard to "blue collar" workmen and "white collar employees other than those belonging to the managerial or similar high level cadre, reinstatement would be a rule, and compensation in lieu thereof a rare exception. Insofar as the high level managerial cadre is concerned, the matter deserves to be viewed from an altogether different perspective a larger perspective which must take into account the demands of National Interest and the resultant compulsion to ensure the success of the public sector in its competitive co-existence with the private sector. The public sector can never fulfil its life aim or successfully vie with the private sector if it is not managed by capable and efficient personnel with unimpeachable integrity and the requisite vision, who enjoy the fullest confidence of the "policy-makers" of such undertakings. Then and then only can the public sector undertaking achieve the goals of (1) maximum production for the benefit of the community, (2) social justice for workers, consumers and the people, and (3) reasonable return on the public funds invested in the undertaking.

7. It is in public interest that such undertakings or their Boards of Directors are not compelled and obliged to entrust their managements to personnel in whom, on reasonable grounds, they have no trust or faith and with whom they are in a bona fide manner unable to function harmoniously as a team working arm-in-arm with success in the aforesaid three-dimensional sense as their common

goal. These factors have to be taken into account by the court at the time of passing the consequential order, for the court has full discretion in the matter of granting relief, and the court can sculpture the relief to suit the needs of the matter at hand. The court, if satisfied that ends of justice so demand, can certainly direct that the employer shall have the option not to reinstate provided the employer pays reasonable compensation as indicated by the court."

A division Bench of Hon'ble Gujarat High Court in the case of **Range Forest Officer Versus Virjibhai Ranchhodbhai & another reported in 2024 (182) FLR 179** has held as under:-

6.3. In Uttaranchal Forest Development Corporation Vs. M.C.Joshi [(2007) 9 SCC 353], the Supreme Court held that the question of grant of compensation in place of relief of reinstatement could be guided by relevant factors to be that whether the appointment was made in accordance with the statutory Rules or not.

6.4. It is to be observed that the decisions of the Supreme Court have carved out the circumstances and aspects which may guide the discretion of the court in awarding lump-sum compensation instead of granting relief of reinstatement even if there is a breach of Section 25F, 25G and 25H of the Industrial Disputes Act

6.5. These factors were highlighted in Bantva Municipality Vs. Amritlal Harji Chauhan being Special Civil Application No. 9135 of 2013 decided on 31.3.2014 as under-

"(1) The fact that the workman is daily-rated workmen, not permanently employed; (ii) He is not holding a permanent post, (iii) Nature of his employment; (iv) Span of service, viz. The period during which he worked upto the date of termination of services; (v) Manner and method of appointment. Whether it was a backdoor entry; (vi) The time gap from the date of termination; (vii) Delay in raising the Reference is also considered to be a germane factor, (viii) Any special feature peculiar to the facts of the particular case.

For instance, in Bhurumal (supra), the Supreme Court noticed that post which the workman held was of Lineman in the Telephone Department, and that the work of Lineman was drastically reduced in view of advancement of the technology."

6.6. In the case of BSNL v. Bhurumal, reported in (2014) 7 SCC 177, it was categorically observed that even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Even as a daily-wage worker, no useful purpose is going to be served in reinstating such a workman and he can be given monetary compensation by the Court itself."

And, the **Hon'ble Apex Court in the matter of Gopal Krishnaj Ketkar vs. Mohamed Haji Latif and others, AIR 1968 SC 1413** has held that, if a party in possession of best evidence, which would throw a light on the issue in controversy withheld the same, Court ought to draw an adverse inference against the party notwithstanding that onus of proof does not lie on him. The party who is in possession of best evidence cannot rely on abstract doctrine of onus of proof or on the fact that he was not called upon to produce it.

The Hon'ble Madhya Pradesh High Court in the case of **Chairman, Institute of Engineers, Jabalpur Versus Kailash Sen reported in 2024(181) FLR 300**, it has been held that it is not in dispute that workman was in employment with respondent since the date of engagement and prior to retrenchment of his services he has continuously worked for 240 days in the last preceding 12 months. The said plea taken by the workman has to be categorically denied and disprove by the respondent who has sufficient documentary evidence to demonstrate that employee has not worked for more than 240 days in a calander year by producing attendance and payment register. If same is not done, it will be presumed that the respondent has failed to dislodge the claim of the workman that he has worked for more than 240 days in last preceding 12 months.

A Division Bench of Hon'ble Telangana High Court in the case of **S. Srinivas Versus The Union of India & others reported in 2024 LLR 860**, it has been held that it is trite law that a party invoking/relying on certain plea has to make an averment with details to sustain such a plea and has to adduce material to establish allegations made and the burden is on the party to lead and prove that it is right. (see State of Uttar Pradesh v. Kartar Singh, AIR 1964 SC 1135).

Hon'ble the Apex Court in the case of **Pradeep v. Manganese Ore (India) Limited & ors. 2022 (3) SCC 683** has held that as per section 106 of Indian Evidence Act, the burden lies on a party to prove and establish the plea taken by it.

A Division Bench of Allahabad High Court in a case of Ghanshyam Prajapati Versus Union of India reported in 2024 (1) FLR 131, after taking into consideration has held that if a workman has completed 240 days in the last preceding year is then he is entitled for the benefit of Section 25-F of the Act.

Taking to consideration the position of law on point in issue as well as the fact that the workman has established that he worked more than 240 days in 12 months in preceding on calendar year prior to date of his retrenchment/ termination on 15.02.2010.

Accordingly, workman/Shri Sanjay Kumar is entitled for retrenchment compensation but not for reinstatement in service.

AWARD

For the forgoing reasons I.D case filed by workman/Shri Sanjay Kumar, u/s 2A of the Industrial Disputed Act 1947, is partly allowed and workman is entitled for retrenchment compensation as his service was retrenched on 15.02.2010, with complying the provision of Section 25F of the Act amounting to Rs. 3,00,000/-(Three Lakhs only).

However, he is not entitled of reinstatement in service.

Lucknow.

Date: 23.12.2025

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 25.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रमीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (01/2019) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-17]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 25.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-17]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 06th January 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

Comp No. 01 / 2019

Appellant	**Opposite Party**
Sh. M S Mallikarjun,	The Chairman / General Manager,
S/o M C Shankarappa,	Karnataka Grameena Bank,
Inside Chavadi, Muttugerahalli,	Head Office,
B G Kere, Molakalmuru,	Gandhinara, Bellary
Chitradurga 577 529,	

Appearance

Complainant : M Rama Rao

Authorized Representative

Opposite Party : T P Muthanna

Advocate

ORDER

1. This is a complaint filed by the complainant u/s 33A of the Industrial Disputes Act 1947 raising the following contentions:-

The complainant was appointed by the opposite party in the post of MCS / Office Assistant (Multipurpose) / Substaff at their B G Kere branch on 01.06.2009. He submitted application and documents and attended interview for selection. Since then he worked continuously in the said branch till the date of his termination / retrenchment / discharge / dismissal of his service on 20.06.2014. As a part of his job, he used to open the branch by collecting keys from the Manager, cleaning the office, aiding the customers and the branch in various ways. In order to avoid the extension of status and benefits of permanent workman to him, the Opposite Party directed the B G Kere branch to debit his wages as coolie charges to the General ledger account without obtaining his signature on the debit vouchers. The officials of the branch took his signature on the overleaf of coolie paid debit vouchers along with the signatures of the branch officers while paying wages in cash to him. He was the only person doing the work of the office attendant / messenger / sweeper / substaff / daily wager / MCS etc on coolie charges. The Opposite Party was not marking attendance register for his work, not extended payment register to him, signing debit vouchers for his wages by the officers of the bank and receiving amount by them and then paying the amounts to him as wages, debiting the wages paid to him to General Charges Account instead of salary paid account / Establishment charges, not issuing appointment orders or certificates for the services rendered by him in the bank, refusal to pay wages applicable to messengers / housekeeping staff / sub staff / MCS to him, not extending the service benefits applicable to permanent workman, taking work from him for years together as Coolie by terming his wages as coolie charges practiced by the opposite party are all unfair labour practices under the 5th Schedule of the ID Act 1947. The complainant along with other coolie workers of the opposite party bank formed a union called Pragathi Grameena Bank Daily Wage Workers Union in 2012 and he was active in the Union activities. The Union filed cases before the Central Labour Machinery for getting the benefits for the daily wage workers of the Bank. This has caused annoyance to the then management against him. CR 22/2013 is pending before this Tribunal in which the Union raised a dispute for regularization of services of the workmen including him. He is directly connected with the said dispute raised by the said union. On 20.06.2014, the Branch Manager Mr. Chinappa became hostile to him for having brought tea already kept made from the nearby tea shop instead of fresh tea. The Branch Manager asked him not to come for work anymore in a fit of anger. Despite his repeated request, the Manager did not change his stand. Thus he was terminated abruptly for the above flimsy reason and without issuing any notice to him or paying any retrenchment compensation. The opposite party has not filed any application before the appropriate Government seeking permission to retrench him u/s 25 N of the ID Act 1947. Therefore, the retrenchment of his service is illegal, ab-initio void and he is deemed to be in the services of the Bank as per sec 25 N(7) of the ID Act. As per the provision of Sec 33 of the ID Act, the opposite party cannot alter or change the conditions of his service applicable to him immediately before the commencement of the proceedings of C R 22/2013 to his prejudice , during the pendency of CR 22/2013 before this Tribunal without the expressed permission in writing from the tribunal and also shall not discharge / dismiss / terminate / retrench him unless he was paid wages for one month and without making an application for approval of the action so taken. The opposite party has not observed any of the provisions of the ID Act 1947 and has not filed any application before the Tribunal. The action of the opposite party is against the provisions of the ID Act, principles of natural justice, illegal, null and void. The opposite party was paying him wages @ Rs. 3600/- per month. The opposite party has not paid any wages to him since the retrenchment of his services. Since the opposite party has not filed any application before the Tribunal seeking approval of their action, he is entitled for payment of full wages drawn by him every month till the disposal of this case. Since the opposite party has not filed any application before the appropriate government for the termination of his services, not issued any copy of such application to him nor any notice / notice pay / compensation as required u/s 25 N of the ID Act, he is deemed to be in service for the benefits as applicable to him prior to such cessation of his service and is entitled for wages as per sec 25N (7) of the ID Act. Due to the illegal cessation of service imposed on him by the opposite party, the complainant and his family are suffering economically and socially. Hence this complaint for declaring the termination / retrenchment / discharge / dismissal of the complainant from 20.06.2014 is not in accordance with the provisions of the ID Act 1947, against the principles of natural justice, arbitrary, unilateral, ill motivated and illegal and to direct the opposite party to reinstate the complainant with full back wages, continuity of service with regularization, ancillary benefits from 20.06.2014 and with cost.

2. The opposite party at the outset has contended that the complainant has no enforceable cause of action to raise Industrial Dispute and has no right to seek employment in the bank and there is no discharge or termination of employment and hence no Industrial Dispute lie under Industrial Disputes Act 1947. It is equally contended that there is no post of messenger cum sweeper in the bank. The opposite party inter alia contended that based on the man power requirement assessed by the bank as per the guidelines issued by the Government of India at the end of March every year, the total vacancies to be filled up by the direct recruitment and promotions will be

identified and the process of direct recruitment and promotions will be initiated after obtaining permissions from the Sponsor Bank viz., Canara Bank and the Board of the opposite party bank. Recruitment and appointment of employees in the Regional Rural Banks is governed by the rules framed by the Government of India vide notification dated 13.07.2010 called "Regional Rural Banks (Appointment and Promotions of Officers and Employees) Rules 2010". As per the said rules, procedure with regard to Office Attendant (Multipurpose Group C employees) are prescribed, the selection process being on the basis of interview to be conducted by a Committee. The branches / offices of the bank engage coolies occasionally and intermittently as and when necessitated for doing menial works in the branches. In order to meet the exigencies of the work, the opposite party bank branches used to engage coolies only for few hours for such menial works like cleaning, sweeping and watering and were paid coolie charges proportionately depending upon the number of hours they worked. The complainant was also engaged similarly as a coolie intermittently and not continuously. Depending upon the availability of the person in the locale, the Branch Manager engaged such person on need basis for such works. As per the Government of India guidelines for appointment of Regular Attendants, the names should be sponsored by the employment exchange / Sainik Board and such engagement is also subject to the conditions stipulated in regard to educational qualification, age etc. While engaging the coolies, no educational qualifications or age were looked into and whoever is available locally would be engaged to carry out such emergent / menial casual work. The complainant might have been engaged by the Branch Manager for such casual works but not continuously. Such casual engagements will not give any enforceable course of action for the relief sought for and no locus standi to file this Complaint. They are not governed by any rules and regulation of the bank and there is no employee employer relationship as they have not been engaged by the bank against the post. It is the settled position in law that a person engaged intermittently on daily wages will not have the right to be absorbed for any post. The Hon'ble Supreme Court of India in **State of Karnataka vs. Uma Devi** have laid down the law relating to regularization / permanency claims of casual employees. The opposite party bank is constituted under the RRB Act, the recruitment and appointment in the Bank is governed by the rules framed u/s 29 of the said Act. The complainant has not undergone any process for recruitment / appointment as per the said rules. The contention of the complainant that he was appointed by the opposite party at their B G Kere branch on 01.06.2009 by taking application form etc. is denied. The Branch Manager has no power to recruit / appoint any employee. The complainant was engaged only occasionally to attend to menial / urgent works and not continuously. Since the complainant was not recruited / appointed by the opposite party anytime, his termination / dismissal / retrenchment on 20.06.2014 did not arise. Consequently, question of issuing notice to him, payment of retrenchment compensation, payment of wages of one month, filing of application before the Tribunal before or during the pendency of CR 22/2013 and seeking permission u/s 25N of the Act does not arise. Under the circumstances, sec 33 of the Industrial Disputes Act has no application in his case. He was never engaged on a continuous basis nor for attending the regular functions of substaff. He was paid wages for the occasional / casual works he was engaged to. He was not governed by any service conditions in the opposite party banks and hence no question of altering or changing the conditions of service arises. Sec 33 of the ID Act, in the circumstances has no relevance in his case. The complainant has not been appointed in the payrolls of the opposite party at any time. Since he has not been appointed in the opposite party bank, question of marking in the attendance register, extending payment registered to him, debiting the payment made to him to salary account, issuing appointment orders, issuing certificates and denying benefits etc. did not arise. Hence the allegation of unfair labour practice on the part of the II Party is untenable. The contention of the complainant that his involvement in the union activities and filing of Industrial Dispute by the said union for getting benefits to the daily wage workers has caused anger to the opposite party is a figment of his imagination and hence denied. The complainant was not working in the opposite party bank on continuous basis and was engaged occasionally , casually for menial and urgent requirements. His contention that he was being paid wages @ Rs. 3600/- is denied. The incident narrated in para 9 of the complaint regarding alleged fetching of rotten tea is far from truth and is only self-serving statement. His contentions that he was deemed to be in service and entitled for benefits are untenable and baseless. The complainant has not undergone any process of recruitment and is not entitled for recruitment for appointment in the opposite party bank or for reinstatement or other ancillary benefits as claimed by him. For all these reasons, the opposite party has prayed for rejection of the complaint.

3. From the above rival pleadings, following points arise for consideration:-

1. Whether the complaint is legally and factually maintainable?

2. ***Whether the Complainant is proved to have been working continuously in the opposite party establishment since 01.06.2009?***

3. Whether the complainant is proved to have been discharged / terminated / retrenched / dismissed from service as contended by him?

4. Whether the alleged contravention of the provision of sec 33 of the ID Act is proved by the complainant?

5. Whether the complainant is entitled to get reinstatement to the service with full back wages,

continuity of service and ancillary benefits from 20.06.2014 as prayed for?

6. What is the proper Order and Award to be passed in this complaint case?

4. Either of the parties did not prefer to adduce any evidence in the matter.

5. Heard the oral and written arguments submitted from both sides.

6. **Points no. 1 to 4**:- Since all these points are closely integrated and inter-twined, all these points are discussed together. Alleging contravention of the provisions of sec 33 of the ID Act 1947, the complainant filed the instant complaint u/s 33A of the Act on the factual averment that the opposite party has not filed any application before this Tribunal seeking permission for retrenching / terminating / dismissing him on 20.06.2014 and not filing any application for approval of their said action. The complainant's case is that he was appointed by the opposite party bank at their B G Kere branch on 01.06.2009 on submission of application and subjecting him for interview and on obtaining documents from him. He claims that since then he has worked continuously in the said branch on all working days. It is his further case that to his surprise, for just a flimsy reason that he could not adhere to the mandate of the then Manager of the B G Kere branch to fetch fresh tea from the nearby tea shop as the shop vendor gave him only a cup of tea already available there, he was kicked out from his job. Without giving any prior notice and bereft of any valid reason, he was asked on 20.06.2014 not to come for work and his services are terminated. The complainant inter alia pleaded that he is an active member in a Union under the name and style Pragathi Grameena Bank Daily Wage Workers Union formed between himself with other coolie workers of the opposite party bank. The said union has raised a dispute for regularization of the service of the complainant and other similarly placed coolie before the Central Government Machinery and the same is registered and pending before this Tribunal as CR 22/2013. It is the case of the complainant that he is directly connected with the said dispute raised by the Union pending before this Tribunal. The disengagement of job on 20.06.2014 according to the complainant tantamounts to contravention of the provisions of sec 33 of the ID Act as according to him it happened when the industrial dispute raised by the union for and on behalf of him and the other coolie workers was pending adjudication. This gave way for filing this complaint u/s 33A of the ID Act.

7. Oral and written arguments are advanced on behalf of the complainant narrating all these events by his authorized representative.

8. The learned counsel for the opposite party per contra put forth his rival submission that the complainant has never ever rendered any continuous service in the opposite party bank. Instead the bank was in the practice of engaging persons from the locale for attending menial job like sweeping, cleaning and watering when the regular employees are absent or proceed on leave and such persons were paid coolie charges for the same. According to the opposite party, the complainant was also so casually engaged depending on the requirement of the branch as a coolie for doing menial works and such works carried out by him was not regular in nature, but only on need basis. To put it differently, according to the opposite party the engagement of the complainant was not continuous and it was only intermittent.

9. Of course, the event of non-engagement for work said to have happened on 20.06.2014 is apparently during the pendency of CR 22/2013. However the complainant did not prefer to bring home any proof that he was in service in the opposite party bank even on the previous day or anytime there-before in a constant and continuous stretch so as to establish the retrenchment / dismissal / discharge / termination alleged in the complaint. Here it is contextually profitable to quote Sec 33 of the Act:

33. [Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.]

(1)During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before][an arbitrator or] [a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall- (a)in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b)for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, ave with the express permission in writing of the authority before which the proceeding is pending.(2)During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute] [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman] (a)[alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. (3)Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any

protected workman concerned in such dispute (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending. Explanation:-For the purposes of this sub-section, a "protected workman ", in relation to an establishment, means a workman who, being] [a member of the executive or other office bearer] [of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.(4)In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent. of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.(5)Where an employer makes an application to a conciliation officer, Board,] [an arbitrator, a] [Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass,] [within a period of three months from the date of receipt of such application] [Substituted by Act 46 of 1982, Section 17, for " as expeditiously as possible" (w.e.f. 21.8.1984).][, such order in relation thereto as it deems fit:].][Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit: Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.]

10. Of course by enacting sec 33, the legislature wanted to ensure a fair and satisfactory enquiry of the industrial dispute undisturbed by any action on the part of the employer or the employee likely to create fresh cause for disharmony between them. The legislature visualized that during the pendency of the industrial dispute status quo should be maintained and no further element of discord should be introduced between the employer and the employee. The objective of the provision of sec 33 is to put a ban on the prerogative of the employer in altering the service condition of the employee pending enquiry of the industrial dispute raised by them. The primary principle is that if an Industrial Dispute is raised by a group of workmen acting on their own through their union, the general conclusion is that the all those who sponsored the dispute are concerned in it. However the very factum of raising an Industrial Dispute and pendency of such a dispute in a court of law by an individual employee or a group of employees by itself does not lead to the inference that such an individual who alleges retrenchment from services was a workman in continuous service under the employer, unless proved by concrete evidence. Indeed, Sec 33A stands to the rescue of a workman who alleges alteration or cessation of service by the employer during the pendency of an Industrial Dispute. A regular workman / employee or a casual employee on a continuing basis under an employer who files a complaint u/s 33A certainly stands on a different footing than the one who claims continuity of service as a casual labourer and whose claim is not accepted by the employer.

11. The case on hand portrays the scenario the employer disowns and denies the complainant as its regular daily wager. The alleged retrenchment of service dated 20.06.2014 averred by the complainant is not accepted or recognized by the Oppose Party in the given case. The definite stand of the opposite party is that the complainant had been engaged very occasionally and intermittently on need basis to attend menial works like sweeping, cleaning etc. without touching the routine works in the office. The complainant per contra very particularly pleaded that apart from cleaning in and around the bank office, he was entrusted with the task of assisting customers in making challans for cash / cheque, deposits taking and keeping cash in double lock, writing registers, collecting cash from other banks from the cheques drawn on them, printing passbooks, deposit receipts, writing loan papers, making deposit mobilization, bundling payment slips and day book and such so many tasks. However according to the opposite party all the above works are the routine tasks of the regular employees and not of such casual workers engaged for attending menial jobs. Thus the factual pleadings of the complainant indicate that his engagement in the opposite party bank was not to attend menial labour alone but higher tasks as well, as mentioned above. It is while attending such highly responsible tasks in his so called status as MCS / Office assistant (multipurpose) / sub-staff at the B G Kere branch of the opposite party continuously since 01.06.2009 that the opposite party has terminated / retrenched his services on 20.06.2014. This factum also the opposite party has emphatically opposed and disputed. According to the opposite party, no such retrenchment or termination has ever occurred nor was there any occasion for that as the bank had not engaged the complainant in such a position at all in work continuously. In this factual background it is the primary duty of the complainant to substantiate that his very entry in the bank was on 01.06.2009 and he continued to perform services in the opposite party bank without any break till 20.06.2014. The complainant is equally obliged to prove that he was disengaged from a continuous service on 20.06.2014. Inability to offer menial job on a particular date when there was no requirement to engage a casual labourer to attend such work pleaded by the opposite party does oblige the complainant to substantiate his specific case by adducing reliable and concrete material evidence establishing all the aspects pleaded by him in the complaint. The mere pleading raised by him regarding the prevalence /

pendency of an Industrial Dispute and the so called termination or retrenchment of services on 20.06.2014 without bringing home any iota of evidence substantiating the above plea does not bind this Tribunal to accept the case set forth by him as gospel truth and to draw a finding against the opposite party.

12. It is the settled position of law that u/s 33A of the Industrial Disputes Act, the complainant carries the initial burden / onus to prove that the employer contravened sec 33 of the Act and such contravention occurred during the pendency of a dispute, by presenting the facts supported by evidence. Once the complainant discharges his initial burden to establish that he is an employee in continuous service within the parameters of sec 33 of the Act and such contravention occurred as pleaded and proved, the employer must then justify their actions especially concerning alleged dismissal / retrenchment / termination, often leading to the tribunal deciding if the action was fair and just like any other Industrial Dispute.

13. Here in the given case, the one and only aspect accepted and admitted by the opposite party is the pendency of CR 22/2013 raised by the Daily Workers Union. That by itself does not discharge the onus of proof cast on the complainant to prima facie establish its case. The alleged contravention of service conditions or an illegal cessation of the service of an employee by the employer is not an aspect to be simply inferred by the Tribunal out of nothing but to be very precisely, meticulously and scrupulously proved and established by the aggrieved complainant.

14. Sec 33A is designed to provide an instant remedy to a workman aggrieved by the contravention of sec 33 by filing a complaint before adjudicatory authorities or conciliatory authorities. It is trite that where such a complaint is made to an adjudicatory authority viz. Labour Court / Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it, so that the workman is saved of the botheration of moving the Government for referring this dispute for adjudication.

15. The basic question to be considered by this Tribunal in the complaint on hand u/s 33A is whether there has been a contravention by the employer of the provisions of sec 33 and in the event it is found that there has been a contravention of the provisions, then to embark upon the exercise to adjudicate about the matter so complained of in the complaint on its merit. No written order of termination / retrenchment is produced by the complainant to justify his pleadings. Of course, he averred in the complaint that the termination issued by the opposite party was only oral. If that be so, it should be proved by the complainant that he was in continuous service under the opposite party and was subjected for a termination / retrenchment on an oral order by mounting the witness box. Going by the proceedings underwent in the given case, it is clear that once the statement of objection is filed by the opposite party, the matter was posted for evidence of the complainant and on the repeated request of the complainant, evidence / enquiry was postponed by my learned predecessor by not less than 5 occasions. Then at the whimsical stand of the complainant it is made out that there is no need to adduce evidence and the matter be posted for arguments. In fact, as per law, before giving any relief to the aggrieved employee under the section, the authority viz., this Tribunal has first to determine that the employee was continuously working under the employer and the latter had surreptitiously kicked out him from the job without complying with the mandate u/s 33 of the Act. Hence a contravention of sec 33 is the foundation for exercise of the power u/s 33A of the Act. As already observed and as rightly pointed out by the learned counsel for the opposite party, no reliable proof / evidence is brought on record by the complainant to substantiate that there is contravention of provisions of sec 33 of the Act from the side of the opposite party.

16. In the event if the alleged factum of infraction from the provision of sec 33 is established, the matter has to be very meticulously adjudicated on merit to examine whether the complainant is entitled to get an order of reinstatement. It is trite that even when contravention of sec 33 is established, that does not automatically lead to an order for reinstatement. So, at large, the complainant is at the task to prove and establish the primary elements viz., his status as a daily wage employee under the opposite party coupled with contravention of the provisions of sec 33 by the latter and then his eventual right to get reinstatement to service with equivalent benefits. Determination of all these issues by the legal forum could be possible only when reliable evidence is adduced by the complainant by offering himself for searching cross examination by the opposite party in a full-fledged trial. It is trite that the initial burden lies on the employee to prove that he falls under the definition of a "workman" under the Industrial Disputes Act. If the employee presents a strong prima facie case, the management must then provide evidence to rebut it. Of course, the evidence to be adduced by the person claiming to be an employee must be substantial, often a preponderance of evidence depending on the claim. It is no longer res-integra that the burden of proving the employer-employee relationship primarily rest upon the person who asserts its existence. In a situation where a person asserts to be an employee of the management which the management denies, the duty primarily rests upon the person so asserting to give positive evidence in his favour and discharge his initial burden. At the risk of repetition I say, once such a person has given such a positive evidence in his favour, only then the burden would shift on the management to give evidence to counter such claims, because it is always possible to prove positive facts than a negative. The Hon'ble Supreme Court in **Workman of Nilgiri Co-Op Mkt Society LTD vs. State of Tamil Nadu (AIR 2004 SC 1639**) held that it is a well settled principle of law that the person who is setting up a plea of existence of relationship of employer and employee, the burden would

be upon him. Similar view is adopted by the Hon'ble Supreme Court in **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari (2005 (10) SCC 792**). The complainant herein kept aloof from trial feeling shy of an intensive quiz in the witness box. Probably, the complainant might have been misled, misguided or mal-advised not to mount the witness box so as to avoid probable inconvenience of a grilling cross-examination. The net result of such willful avoidance of requisite procedure by the complainant either by himself or as instilled upon him is complete failure of the case projected by him.

17. Extensive argument is advanced on behalf of the complainant with the aid of plethora of legal authorities canvassing for a favorable order of reinstatement with full back wages, continuity of service with regularization and ancillary benefits from 20.06.2014. As could be heard from Learned Counsel for the opposite party, all these wider reliefs sought for by the complainant are the main reliefs claimed in the said case CR 22/2013. By consciously avoiding to give oral or documentary evidence in this case, what is craved for on behalf of the complainant is to grant the above reliefs even without facing a trial. Granting such reliefs in his favour without providing / supplementing any sort of evidentiary support would tantamount to prejudging the issue raised in the Industrial Dispute case CR 22/2013 in a very shortcut method.

18. Argument is advanced on behalf of the complainant placing reliance upon the verdicts of the Hon'ble High Court of Gujarat in **Gujarat State Electricity Corporation LTD vs. Bhimrao Aagete (LPA 177 / 2016 dated 06.03.2018), Kalavatiben Prabhakar Patil and others vs. Managing Director (C/SCA/3189/2020 dated 17.01.2022)** that while deciding a complaint u/s 33A it is not obligatory for the workman to prove that he had worked for 240 days. Those rulings in fact do not indicate that the complainant is not at all under obligation to substantiate his basic status under the opposite party to justify the case put forth.

19. In the peculiar facts and circumstances of the case and the very casual manner in which it is manned by the complainant, the plethora of rulings relied upon by him viz., **Hindustan Lever LTD vs. Ram Mohan Roy and others (AIR 1973 SC 1156)** by the Hon'ble Apex Court, **Management of Karur Vysya Bank LTD vs. Presiding Officer, Industrial Tribunal (2007 II LLJ 459)** by the Hon'ble High Court of Madras, **M M Narayana vs. KSRTC (AIR 2012 (4) KAR R 518)** and **Karan Kumar vs. Divisional Controller KSRTC (WP 203333/2019 dated 13.07.2023)** by the Hon'ble High Court of Karnataka and **Deutsche Lufthansa AG vs. Nayan Pahwa & others (2025 INSC 998)** by the Hon'ble High Court of Delhi are not of any help to the complainant as in all those cases non-compliance of the provisions by the respective employers are relating to regular employees on its payroll. Among the cases noted above, the case of **Karur Vysya Bank LTD, MM Narayana and Karan Kumar** are related to the actions initiated by the respective employers based on misconduct / misdemeanor of the respective regular employees in respect of which approval applications were not submitted by the employers. In **Hindustan Lever's** case also, the complainants were the regular employees of the employer establishment. In principle, the fact situations contained in the afore-quoted ruling do not have any application to the case on hand.

20. Before concluding, it is worthy to pen down that in order to avail the relief provided u/s 33 of the Act, firstly the aggrieved party should prove himself to be a workman within the definition of u/s 2(s) of the Industrial Disputes Act and there exists employer-employee relationship between the contesting parties. In conclusion of the afore-discussion, I find that the complainant has miserably failed in substantiating his own case. The specific reason for his so called expulsion from job is the personal vendetta of the then Branch Manager based on a flimsy and flippant incident. The opposite party per contra denied and disowned happening of such an incident. So much so, the said event being the one within the personal knowledge of the complainant ought to have been proved and established by adducing cogent evidence by tendering oral testimony and / or by examining a co-employee / witness to the incident. He equally failed in refuting / negating the contentions raised by the opposite party that he is only a coolie engaged on need and requirement basis without continuity and frequency and hence not governed by any rules and regulations of the bank. So also the complainant further failed in successfully controverting the rival contentions of the opposite party that there is no employee-employer relationship between himself and the opposite party or that he was not engaged by the latter against a sanctioned post. The deliberate refusal, negligence or avoidance to prove and establish a genuine and reliable case by tendering requisite evidence has led the complainant to face a total failure in the given case and for an eventual dismissal of the complaint. With this view, these points are answered accordingly.

21. **Point No. 5**:- In view of the findings on point no. 1 to 4, it is held that the complainant is not entitled for any reliefs sought for in this complaint.

22. Point no. 6:- In the result the following award is passed.

AWARD

The Complaint no. 01/2019 is dismissed.

(Dictated to LDC, transcribed by him, corrected and signed by me on 06th January 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 26.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रामीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (03/2019) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-I)-19]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 26.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 03/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-19]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 06th January 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

Comp No. 03 / 2019

Appellant	**Opposite Party**
Sh. Siddaiah,	The Chairman / General Manager,
S/o Sannaiah,	Karnataka Grameena Bank,
Karakalamadahalli,	Head Office,
Vaddaragere,	Gandhinagara, Bellary
Gundlupet, Chamarajanagara 571 123,	

Appearance

Complainant :M Rama Rao

Authorized Representative

Opposite Party : T P Muthanna

Advocate

ORDER

1. This is a complaint filed by the complainant u/s 33A of the Industrial Disputes Act 1947 raising the following contentions:-

The complainant was appointed by the opposite party in the post of MCS / Office Assistant (Multipurpose) / Substaff at their Bommalapura branch on 02.12.2010. He submitted application and documents and attended interview for selection. Since then he worked continuously in the said branch till the date of his

termination / retrenchment / discharge / dismissal of his service on 01.10.2016. As a part of his job, he used to open the branch by collecting keys from the Manager, cleaning the office, aiding the customers and the branch in various ways. In order to avoid the extension of status and benefits of permanent workman to him, the Opposite Party directed the Bommalapura branch to debit his wages as coolie charges to the General ledger account without obtaining his signature on the debit vouchers. The officials of the branch took his signature on the overleaf of coolie paid debit vouchers along with the signatures of the branch officers while paying wages in cash to him. He was the only person doing the work of the office attendant / messenger / sweeper / substaff / daily wager / MCS etc on coolie charges. The Opposite Party was not marking attendance register for his work, not extended payment register to him, signing debit vouchers for his wages by the officers of the bank and receiving amount by them and then paying the amounts to him as wages, debiting the wages paid to him to General Charges Account instead of salary paid account / Establishment charges, not issuing appointment orders or certificates for the services rendered by him in the bank, refusal to pay wages applicable to messengers / housekeeping staff / sub staff / MCS to him, not extending the service benefits applicable to permanent workman, taking work from him for years together as Coolie by terming his wages as coolie charges practiced by the opposite party are all unfair labour practices under the 5th Schedule of the ID Act 1947. The complainant along with other coolie workers of the opposite party bank formed a union called Pragathi Grameena Bank Daily Wage Workers Union in 2012 and he was active in the Union activities. The Union filed cases before the Central Labour Machinery for getting the benefits for the daily wage workers of the Bank. This has caused annoyance to the then management against him. CR 15/2015 is pending before this Tribunal in which the Union raised a dispute for regularization of services of the workmen including him. He is directly connected with the said dispute raised by the said union. On 01.10.2016, the Branch Manager Mr. Prashanth has asked the complainant to work under a contractor Gajamukha Agencies in the Bank or not to come for work. As he was not ready to work under the contractor and his services were terminated from 01.10.2016. His services are terminated abruptly without any reason and without issuing any notice to him or paying any retrenchment compensation. His repeated requests to allow him to do work in the branch were not considered by the Branch Manager. The opposite party has not filed any application before the appropriate Government seeking permission to retrench him u/s 25 N of the ID Act 1947. Therefore, the retrenchment of his service is illegal, ab-initio void and he is deemed to be in the services of the Bank as per sec 25 N(7) of the ID Act. As per the provision of Sec 33 of the ID Act, the opposite party cannot alter or change the conditions of his service applicable to him immediately before the commencement of the proceedings of C R 15/2015 to his prejudice , during the pendency of CR 15/2015 before this Tribunal without the expressed permission in writing from the tribunal and also shall not discharge / dismiss / terminate / retrench him unless he was paid wages for one month and without making an application for approval of the action so taken. The opposite party has not observed any of the provisions of the ID Act 1947 and has not filed any application before the Tribunal. The action of the opposite party is against the provisions of the ID Act, principles of natural justice, illegal, null and void. The opposite party was paying him wages @ Rs. 6500/- per month. The opposite party has not paid any wages to him since the retrenchment of his services. Since the opposite party has not filed any application before the Tribunal seeking approval of their action, he is entitled for payment of full wages drawn by him every month till the disposal of this case. Since the opposite party has not filed any application before the appropriate government for the termination of his services, not issued any copy of such application to him nor any notice / notice pay / compensation as required u/s 25 N of the ID Act, he is deemed to be in service for the benefits as applicable to him prior to such cessation of his service and is entitled for wages as per sec 25N (7) of the ID Act. Due to the illegal cessation of service imposed on him by the opposite party, the complainant and his family are suffering economically and socially. Hence this complaint for declaring the termination / retrenchment / discharge / dismissal of the complainant from 01.10.2016 is not in accordance with the provisions of the ID Act 1947, against the principles of natural justice, arbitrary, unilateral, ill motivated and illegal and to direct the opposite party to reinstate the complainant with full back wages, continuity of service with regularization, ancillary benefits from 01.10.2016 and with cost.

2. The opposite party at the outset has contended that the complainant has no enforceable cause of action to file this complaint and to get any relief. There is no discharge or termination of employment and no Industrial Dispute lie under the Act 1947. Ther e is no post of messenger cum sweeper in the Bank. Recruitment and appointment of employees in the Regional Rural Banks is governed by the rules framed by the Government of India vide notification dated 13.07.2010 called "Regional Rural Banks (Appointment and Promotions of Officers and Employees) Rules 2010". As per the said rules, procedure with regard to Office Attendant (Multipurpose Group C employees) are prescribed, the selection process being on the basis of interview to be conducted by a Committee. The branches / offices of the bank engage coolies occasionally and intermittently as and when necessitated for doing menial works in the branches. In order to meet the exigencies of the work, the opposite party bank branches used to engage coolies only for few hours for such menial works like cleaning, sweeping and watering and were paid coolie charges proportionately depending upon the number of hours they worked. For such menial works in the branches, no condition regarding educational qualification or age is stipulated. Depending upon the availability of the person in the locale, the Branch Manager engaged such person on need basis for such works. The complainant was also engaged similarly as a coolie intermittently and not continuously. As per the Government of India guidelines for appointment of Regular Attendants, the names

should be sponsored by the employment exchange and such engagement is also subject to the conditions stipulated in regard to educational qualification, age etc. While engaging the coolies, no educational qualifications or age were looked into and whoever is available would be engaged. They are not governed by any rules and regulation of the bank and there is no employee employer relationship as they have not been engaged by the bank against the post. It is the settled position in law that a person engaged intermittently on daily wages will not have the right to be absorbed for any post. The Hon'ble Supreme Court of India in **Secretary, State of Karnataka vs. Uma Devi** have laid down the law relating to regularization / permanency claims of casual employees. In **Union of India vs. A S Pillai** also the Hon'ble Supreme Court held that daily wager / part time workers not engaged in any regular cadres or any sanctioned post are not entitled for absorption. The contention of the complainant that he was appointed by the opposite party at their Bommalapura branch on 02.12.2010 by taking application form etc. is denied. The Branch Manager has no power to recruit / appoint any employee. The complainant was engaged only occasionally to attend to menial / urgent works and not continuously. Since the complainant was not recruited / appointed by the opposite party anytime, his termination / dismissal / retrenchment on 01.10.2016 did not arise. Consequently, question of issuing notice to him, payment of retrenchment compensation, payment of wages of one month, filing of application before the Tribunal before or during the pendency of CR 15/2015 and seeking permission u/s 25N of the Act does not arise. Under the circumstances, sec 33 of the Industrial Disputes Act has no application in his case. He was never engaged for attending the regular functions of substaff. He was paid wages for the occasional / casual works he was engaged to. The Branch Managers are not authorized to issue any certificates and question of issuing certificates to him does not arise as he was not continuously engaged in the opposite party bank and nor was empanelled in the daily wagers' list. The complainant has not been appointed in the payrolls of the opposite party at any time. Since he has not been appointed in the opposite party bank, question of marking in the attendance register, extending payment registered to him, debiting the payment made to him to salary account, issuing appointment orders, issuing certificates and denying benefits etc. did not arise. Hence the allegation of unfair labour practice on the part of the opposite party is untenable. The contention of the complainant that his involvement in the union activities and filing of Industrial Dispute by the said union for getting benefits to the daily wage workers has caused anger to the opposite party is a figment of his imagination and hence denied. The complainant was not working in the opposite party bank on continuous basis and was engaged occasionally, casually for menial and urgent requirements. His contention that he was being paid wages @ Rs. 6500/- is denied. His contentions that he was deemed to be in service and entitled for benefits are untenable and baseless. The complainant has not undergone any process of recruitment and is not entitled for recruitment for appointment in the opposite party bank or for reinstatement or other ancillary benefits as claimed by him. For all these reasons, the opposite party has prayed for rejection of the complaint.

3. From the above rival pleadings, following points arise for consideration:-

1. ***Whether the complaint is legally and factually maintainable?***
2. ***Whether the Complainant is proved to have been working continuously in the opposite party establishment since 02.12.2010?***
3. ***Whether the complainant is proved to have been discharged / terminated / retrenched / dismissed from service as contended by him?***
4. ***Whether the alleged contravention of the provision of sec 33 of the ID Act is proved by the complainant?***
5. ***Whether the complainant is entitled to get reinstatement to the service with full back wages, continuity of service and ancillary benefits from 01.10.2016 as prayed for?***
6. ***What is the proper Order and Award to be passed in this complaint case?***

4. The complainant has got himself examined in chief as CW1 and Ex C1 is seen marked. When the stage came for his cross-examination, the Authorized Representative of the complainant is seen to have submitted that the affidavit filed by the complainant on 16.10.2019 in lieu of his examination in chief to be discarded and the matter be directly heard. Accordingly, that part of the oral and documentary evidence tendered by the complainant stood struck off from record. In effect, there is no evidence on the part of the complainant.

5. Heard the oral and written arguments submitted from both sides.

6. **Points no. 1 to 4**:- Since all these points are closely integrated and inter-twined, all these points are discussed together. Alleging contravention of the provisions of sec 33 of the ID Act 1947, the complainant filed the instant complaint u/s 33A of the Act on the factual averment that the opposite party has not filed any application before this Tribunal seeking permission for retrenching / terminating / dismissing him on 01.10.2016 and not filing any application for approval of their said action. The complainant's case is that he was appointed by the opposite party bank at their Bommalapura branch on 02.12.2010 on submission of application and subjecting him for interview and on obtaining documents from him. He claims that since then he has worked

continuously in the said branch on all working days. It is his further case that to his surprise, without giving any prior notice or without assigning any reason, he was asked on 01.10.2016 not to come for work and his services are terminated. The complainant inter alia pleaded that he is an active member in a Union under the name and style Pragathi Grameena Bank Daily Wage Workers Union formed between himself with other coolie workers of the opposite party bank. The said union has raised a dispute for regularization of the service of the complainant and other similarly placed coolie before the Central Government Machinery and the same is registered and pending before this Tribunal as CR 15/2015. It is the case of the complainant that he is directly connected with the said dispute raised by the Union pending before this Tribunal. The disengagement of job on 01.10.2016 according to the complainant tantamounts to contravention of the provisions of sec 33 of the ID Act as according to him it happened when the industrial dispute raised by the union for and on behalf of him and the other coolie workers was pending adjudication. This gave way for filing this complaint u/s 33A of the ID Act.

7. Oral and written arguments are advanced on behalf of the complainant narrating all these events by his authorized representative.

8. The learned counsel for the opposite party per contra put forth his rival submission that the complainant has never ever rendered any continuous service in the opposite party bank. Instead the bank was in the practice of engaging persons from the locale for attending menial job like sweeping, cleaning and watering when the regular employees are absent or proceed on leave and such persons were paid coolie charges for the same. According to the opposite party, the complainant was also so casually engaged depending on the requirement of the branch as a coolie for doing menial works and such works carried out by him was not regular in nature, but only on need basis. To put it differently, according to the opposite party the engagement of the complainant was not continuous and it was only intermittent.

9. Of course, the event of non-engagement for work said to have happened on 01.10.2016 is apparently during the pendency of CR 15/2015. However the complainant did not prefer to bring home any proof that he was in service in the opposite party bank even on the previous day or anytime there-before in a constant and continuous stretch so as to establish the retrenchment / dismissal / discharge / termination alleged in the complaint. Here it is contextually profitable to quote Sec 33 of the Act:

33. [Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.]

(1)During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before][an arbitrator or] [a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall- (a)in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b)for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, ave with the express permission in writing of the authority before which the proceeding is pending.(2)During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute] [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman] (a)[alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. (3)Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending. Explanation:-For the purposes of this sub-section, a "protected workman ", in relation to an establishment, means a workman who, being] [a member of the executive or other office bearer] [of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.(4)In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent. of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.(5)Where an employer makes an application to a conciliation officer, Board,] [an arbitrator, a] [Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and

pass,] [within a period of three months from the date of receipt of such application] [Substituted by Act 46 of 1982, Section 17, for " as expeditiously as possible" (w.e.f. 21.8.1984).] [, such order in relation thereto as it deems fit:].][Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit: Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.]

10. Of course by enacting sec 33, the legislature wanted to ensure a fair and satisfactory enquiry of the industrial dispute undisturbed by any action on the part of the employer or the employee likely to create fresh cause for disharmony between them. The legislature visualized that during the pendency of the industrial dispute status quo should be maintained and no further element of discord should be introduced between the employer and the employee. The objective of the provision of sec 33 is to put a ban on the prerogative of the employer in altering the service condition of the employee pending enquiry of the industrial dispute raised by them. The primary principle is that if an Industrial Dispute is raised by a group of workmen acting on their own through their union, the general conclusion is that the all those who sponsored the dispute are concerned in it. However the very factum of raising an Industrial Dispute and pendency of such a dispute in a court of law by an individual employee or a group of employees by itself does not lead to the inference that such an individual who alleges retrenchment from services was a workman in continuous service under the employer, unless proved by concrete evidence. Indeed, Sec 33A stands to the rescue of a workman who alleges alteration or cessation of service by the employer during the pendency of an Industrial Dispute. A regular workman / employee or a casual employee on a continuing basis under an employer who files a complaint u/s 33A certainly stands on a different footing than the one who claims continuity of service as a casual labourer and whose claim is not accepted by the employer.

11. The case on hand portrays the scenario the employer disowns and denies the complainant as its regular daily wager. The alleged retrenchment of service dated 01.10.2016 averred by the complainant is not accepted or recognized by the Oppose Party in the given case. The definite stand of the opposite party is that the complainant had been engaged very occasionally and intermittently on need basis to attend menial works like sweeping, cleaning etc. without touching the routine works in the office. The complainant per contra very particularly pleaded that apart from cleaning in and around the bank office, he was entrusted with the task of assisting customers in making challans for cash / cheque, deposits taking and keeping cash in double lock, writing registers, collecting cash from other banks from the cheques drawn on them, printing passbooks, deposit receipts, writing loan papers, making deposit mobilization, bundling payment slips and day book and such so many tasks. However according to the opposite party all the above works are the routine tasks of the regular employees and not of such casual workers engaged for attending menial jobs. Thus the factual pleadings of the complainant indicate that his engagement in the opposite party bank was not to attend menial labour alone but higher tasks as well, as mentioned above. It is while attending such highly responsible tasks in his so called status as MCS / Office assistant (multipurpose) / sub-staff at the Bomallapura branch of the opposite party continuously since 02.10.2010 that the opposite party has terminated / retrenched his services on 01.10.2016. This factum also the opposite party has emphatically opposed and disputed. According to the opposite party, no such retrenchment or termination has ever occurred nor was there any occasion for that as the bank had not engaged the complainant in such a position at all in work continuously. In this factual background it is the primary duty of the complainant to substantiate that his very entry in the bank was on 02.12.2010 and he continued to perform services in the opposite party bank without any break till 01.10.2016. The complainant is equally obliged to prove that he was disengaged from a continuous service on 01.10.2016. Inability to offer menial job on a particular date when there was no requirement to engage a casual labourer to attend such work pleaded by the opposite party does oblige the complainant to substantiate his specific case by adducing reliable and concrete material evidence establishing all the aspects pleaded by him in the complaint. The mere pleading raised by him regarding the prevalence / pendency of an Industrial Dispute and the so called termination or retrenchment of services on 01.10.2016 without bringing home any iota of evidence substantiating the above plea does not bind this Tribunal to accept the case set forth by him as gospel truth and to draw a finding against the opposite party.

12. It is the settled position of law that u/s 33A of the Industrial Dispute Act, the complainant carries the initial burden / onus to prove that the employer contravened sec 33 of the Act and such contravention occurred during the pendency of a dispute, by presenting the facts supported by evidence. Once the complainant discharges his initial burden to establish that he is an employee in continuous service within the parameters of sec 33 of the Act and such contravention occurred as pleaded and proved, the employer must then justify their actions especially concerning alleged dismissal / retrenchment / termination, often leading to the tribunal deciding if the action was fair and just like any other Industrial Dispute.

13. Here in the given case, the one and only aspect accepted and admitted by the opposite party is the pendency of CR 15/2015 raised by the Daily Workers Union. That by itself does not discharge the onus of proof cast on the complainant to prima facie establish its case. The alleged contravention of service conditions or an illegal cessation of the service of an employee by the employer is not an aspect to be simply inferred by the Tribunal

out of nothing but to be very precisely, meticulously and scrupulously proved and established by the aggrieved complainant.

14. Sec 33A is designed to provide an instant remedy to a workman aggrieved by the contravention of sec 33 by filing a complaint before adjudicatory authorities or conciliatory authorities. It is trite that where such a complaint is made to an adjudicatory authority viz. Labour Court / Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it, so that the workman is saved of the botheration of moving the Government for referring this dispute for adjudication.

15. The basic question to be considered by this Tribunal in the complaint on hand u/s 33A is whether there has been a contravention by the employer of the provisions of sec 33 and in the event it is found that there has been a contravention of the provisions, then to embark upon the exercise to adjudicate about the matter so complained of in the complaint on its merit. No written order of termination / retrenchment is produced by the complainant to justify his pleadings. Of course, he averred in the complaint that the termination issued by the opposite party was only oral. If that be so, it should be proved by the complainant that he was in continuous service under the opposite party and was subjected for a termination / retrenchment on an oral order by mounting the witness box. Going by the proceedings underwent in the given case, it is clear that once the statement of objection is filed by the opposite party, the matter was posted for evidence of the complainant. Though initially the complainant has got himself examined in chief as CW1 and Ex C1 is seen marked, when the stage came for his cross-examination, the Authorized Representative of the complainant is seen to have submitted that the affidavit filed by the complainant on 16.10.2019 in lieu of his examination in chief is to be discarded and the matter be directly heard. Accordingly, that part of the oral and documentary evidence tendered by the complainant stood struck off from record. In effect, there is no evidence on the part of the complainant. In fact, as per law, before giving any relief to the aggrieved employee under the section, the authority viz., this Tribunal has first to determine that the employee was continuously working under the employer and the latter had surreptitiously kicked out him from the job without complying with the mandate u/s 33 of the Act. Hence a contravention of sec 33 is the foundation for exercise of the power u/s 33A of the Act. As already observed and as rightly pointed out by the learned counsel for the opposite party, no reliable proof / evidence is brought on record by the complainant to substantiate that there is contravention of provisions of sec 33 of the Act from the side of the opposite party.

16. In the event if the alleged factum of infraction from the provision of sec 33 is established, the matter has to be very meticulously adjudicated on merit to examine whether the complainant is entitled to get an order of reinstatement. It is trite that even when contravention of sec 33 is established, that does not automatically lead to an order for reinstatement. So, at large, the complainant is at the task to prove and establish the primary elements viz., his status as a daily wage employee under the opposite party coupled with contravention of the provisions of sec 33 by the latter and then his eventual right to get reinstatement to service with equivalent benefits. Determination of all these issues by the legal forum could be possible only when reliable evidence is adduced by the complainant by offering himself for searching cross examination by the opposite party in a full-fledged trial. It is trite that the initial burden lies on the employee to prove that he falls under the definition of a "workman" under the Industrial Dispute Act. If the employee presents a strong prima facie case, the management must then provide evidence to rebut it. Of course, the evidence to be adduced by the person claiming to be an employee must be substantial, often a preponderance of evidence depending on the claim. It is no longer res-integra that the burden of proving the employer-employee relationship primarily rest upon the person who asserts its existence. In a situation where a person asserts to be an employee of the management which the management denies, the duty primarily rests upon the person so asserting to give positive evidence in his favour and discharge his initial burden. At the risk of repetition I say, once such a person has given such a positive evidence in his favour, only then the burden would shift on the management to give evidence to counter such claims, because it is always possible to prove positive facts than a negative. The Hon'ble Supreme Court in **Workman of Nilgiri Co-Op Mkt Society LTD vs. State of Tamil Nadu (AIR 2004 SC 1639**) held that it is a well settled principle of law that the person who is setting up a plea of existence of relationship of employer and employee, the burden would be upon him. Similar view is adopted by the Hon'ble Supreme Court in **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari (2005 (10) SCC 792**). The complainant herein kept aloof from trial feeling shy of an intensive quiz in the witness box. Probably, the complainant might have been misled, misguided or mal-advised not to mount the witness box so as to avoid probable inconvenience of a grilling cross-examination. The net result of such willful avoidance of requisite procedure by the complainant either by himself or as instilled upon him is complete failure of the case projected by him.

17. Extensive argument is advanced on behalf of the complainant with the aid of plethora of legal authorities canvassing for a favorable order of reinstatement with full back wages, continuity of service with regularization and ancillary benefits from 01.10.2016. As could be heard from Learned Counsel for the opposite party, all these wider reliefs sought for by the complainant are the main reliefs claimed in the said case CR 15/2015. By consciously avoiding to give oral or documentary evidence in this case, what is craved for on behalf of the complainant is to grant the above reliefs even without facing a trial. Granting such reliefs in his favour without providing / supplementing any sort of evidentiary support would tantamount to prejudging the issue raised in the

Industrial Dispute case CR 15/2015 in a very shortcut method.

18. Argument is advanced on behalf of the complainant placing reliance upon the verdicts of the Hon'ble High Court of Gujarat in **Gujarat State Electricity Corporation LTD vs. Bhimrao Aagete (LPA 177 / 2016 dated 06.03.2018), Kalavatiben Prabhakar Patil and others vs. Managing Director (C/SCA/3189/2020 dated 17.01.2022)** that while deciding a complaint u/s 33A it is not obligatory for the workman to prove that he had worked for 240 days. Those rulings in fact do not indicate that the complainant is not at all under obligation to substantiate his basic status under the opposite party to justify the case put forth.

19. In the peculiar facts and circumstances of the case and the very casual manner in which it is manned by the complainant, the plethora of rulings relied upon by him viz., **Hindustan Lever LTD vs. Ram Mohan Roy and others (AIR 1973 SC 1156)** by the Hon'ble Apex Court, **Management of Karur Vysya Bank LTD vs. Presiding Officer, Industrial Tribunal (2007 II LLJ 459)** by the Hon'ble High Court of Madras, **M M Narayana vs. KSRTC (AIR 2012 (4) KAR R 518)** and **Karan Kumar vs. Divisional Controller KSRTC (WP 203333/2019 dated 13.07.2023)** by the Hon'ble High Court of Karnataka and **Deutsche Lufthansa AG vs. Nayan Pahwa & others (2025 INSC 998)** by the Hon'ble High Court of Delhi are not of any help to the complainant as in all those cases non-compliance of the provisions by the respective employers are relating to regular employees on its payroll. Among the cases noted above, the case of **Karur Vysya Bank LTD, MM Narayana and Karan Kumar** are related to the actions initiated by the respective employers based on misconduct / misdemeanor of the respective regular employees in respect of which approval applications were not submitted by the employers. In **Hindustan Lever's** case also, the complainants were the regular employees of the employer establishment. In principle, the fact situations contained in the afore-quoted ruling do not have any application to the case on hand.

20. Before concluding, it is worthy to pen down that in order to avail the relief provided u/s 33 of the Act, firstly the aggrieved party should prove himself to be a workman within the definition of u/s 2(s) of the Industrial Dispute Act and there exists employer-employee relationship between the contesting parties. In conclusion of the afore-discussion, I find that the complainant has miserably failed in substantiating his own case. He equally failed in refuting / negating the contentions raised by the opposite party that he is only a coolie engaged on need and requirement basis without continuity and frequency and hence not governed by any rules and regulations of the bank. So also the complainant further failed in successfully controverting the rival contentions of the opposite party that there is no employee-employer relationship between himself and the opposite party or that he was not engaged by the latter against a sanctioned post. The deliberate refusal, negligence or avoidance to prove and establish a genuine and reliable case by tendering requisite evidence has led the complainant to face a total failure in the given case and for an eventual dismissal of the complaint. With this view, these points are answered accordingly.

21. **Point No. 5**:- In view of the findings on point no. 1 to 4, it is held that the complainant is not entitled for any reliefs sought for in this complaint.

22. Point no. 6:- In the result the following award is passed.

AWARD

The Complaint no. 03/2019 is dismissed.

(Dictated to LDC, transcribed by him, corrected and signed by me on 06th January 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 27.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रामीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (02/2019) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-18]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 27.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-18]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 06th January 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

Comp No. 02 / 2019

Appellant	**Opposite Party**
Sh. K. Nagaraj, S/o Krishnappa, H Mallandahalli, Post : Harati 563 103, Kolar,	The Chairman / General Manager, Karnataka Grameena Bank, Head Office, Gandhinagara, Bellary

Appearance

Complainant :M Rama Rao

Authorized Representative

Opposite Party : T P Muthanna

Advocate

ORDER

1. This is a complaint filed by the complainant u/s 33A of the Industrial Disputes Act 1947 raising the following contentions:-

The complainant was appointed by the opposite party in the post of MCS / Office Assistant (Multipurpose) / Substaff at their Kolar office on 01.08.1992. He submitted application and documents and attended interview for selection. Since then he worked continuously in the said branch till the date of his termination / retrenchment / discharge / dismissal of his service on 21.03.2015. As a part of his job, he used to open the branch by collecting keys from the Manager, cleaning the office, aiding the customers and the branch in various ways. In order to avoid the extension of status and benefits of permanent workman to him, the Opposite Party directed the Kolar office to debit his wages as coolie charges to the General ledger account without obtaining his signature on the debit vouchers. The officials of the branch took his signature on the overleaf of coolie paid debit vouchers along with the signatures of the branch officers while paying wages in cash to him. He was the only person doing the work of the office attendant / messenger / sweeper / substaff / daily wager / MCS etc on coolie charges. The Opposite Party was not marking attendance register for his work, not extended payment register to him, signing debit vouchers for his wages by the officers of the bank and receiving amount by them and then paying the amounts to him as wages, debiting the wages paid to him to General Charges Account instead of salary paid account / Establishment charges, not issuing appointment orders or certificates for the services rendered by him in the bank, refusal to pay wages applicable to messengers / housekeeping staff / sub staff / MCS to him, not extending the service benefits applicable to permanent workman, taking work from him for years together as Coolie by terming his wages as coolie charges practiced by the opposite party are all unfair labour practices under the 5th Schedule of the ID Act 1947. The complainant along with other coolie workers of the opposite party bank formed a union called Pragathi Grameena Bank Daily Wage Workers Union in 2012 and he was active in the Union activities. The Union filed cases before the Central Labour Machinery for getting the benefits for the daily wage workers of the Bank. This has caused annoyance to the then management against him. CR 22/2013 is pending before this Tribunal in which the Union raised a dispute for regularization of services of the workmen including him and his name appears at Sl no. 69 in the list of workmen in the said case. He is directly connected with the said dispute raised by the said union. On 21.03.2015, the Branch Manager Mr. Venkatesh asked the complainant not to come for work as his services are terminated abruptly without any reason and without issuing any notice to him or paying any retrenchment compensation. His repeated requests to allow him to do work in the branch were not considered by the Branch Manager. The opposite party has not filed any application before the appropriate Government seeking permission to retrench him u/s 25 N of the ID Act 1947. Therefore, the retrenchment of his service is illegal, ab-initio void and he is deemed to be in the services of the Bank as per sec 25 N(7) of the ID Act. As per the provision of Sec 33 of the ID Act, the opposite party cannot alter or change the conditions of his service applicable to him immediately before the commencement of the proceedings of C R 22/2013 to his prejudice , during the pendency of CR 22/2013 before this Tribunal without the expressed permission in writing from the tribunal and also shall not discharge / dismiss / terminate / retrench him unless he was paid wages for one month and without making an application for approval of the action so taken. The opposite party has not observed any of the provisions of the ID Act 1947 and has not filed

any application before the Tribunal. The action of the opposite party is against the provisions of the ID Act, principles of natural justice, illegal, null and void. The opposite party was paying him wages @ Rs. 7100/- per month. The opposite party has not paid any wages to him since the retrenchment of his services. Since the opposite party has not filed any application before the Tribunal seeking approval of their action, he is entitled for payment of full wages drawn by him every month till the disposal of this case. Since the opposite party has not filed any application before the appropriate government for the termination of his services, not issued any copy of such application to him nor any notice / notice pay / compensation as required u/s 25 N of the ID Act, he is deemed to be in service for the benefits as applicable to him prior to such cessation of his service and is entitled for wages as per sec 25N (7) of the ID Act. Due to the illegal cessation of service imposed on him by the opposite party, the complainant and his family are suffering economically and socially. Hence this complaint for declaring the termination / retrenchment / discharge / dismissal of the complainant from 21.03.2015 is not in accordance with the provisions of the ID Act 1947, against the principles of natural justice, arbitrary, unilateral, ill motivated and illegal and to direct the opposite party to reinstate the complainant with full back wages, continuity of service with regularization, ancillary benefits from 21.03.2015 and with cost.

2. The opposite party at the outset has contended that the complainant has no enforceable cause of action to file this complaint and to get any relief. Recruitment and appointment of employees in the Regional Rural Banks is governed by the rules framed by the Government of India vide notification dated 13.07.2010 called "Regional Rural Banks (Appointment and Promotions of Officers and Employees) Rules 2010". As per the said rules, procedure with regard to Office Attendant (Multipurpose Group C employees) are prescribed, the selection process being on the basis of interview to be conducted by a Committee. The branches / offices of the bank engage coolies occasionally and intermittently as and when necessitated for doing menial works in the branches. In order to meet the exigencies of the work, the opposite party bank branches used to engage coolies only for few hours for such menial works like cleaning, sweeping and watering and were paid coolie charges proportionately depending upon the number of hours they worked. The complainant was also engaged similarly as a coolie intermittently and not continuously. Depending upon the availability of the person in the locale, the Branch Manager engaged such person on need basis for such works. As per the Government of India guidelines for appointment of Regular Attendants, the names should be sponsored by the employment exchange and such engagement is also subject to the conditions stipulated in regard to educational qualification, age etc. While engaging the coolies, no educational qualifications or age were looked into and whoever is available would be engaged. They are not governed by any rules and regulation of the bank and there is no employee employer relationship as they have not been engaged by the bank against the post. It is the settled position in law that a person engaged intermittently on daily wages will not have the right to be absorbed for any post. The Hon'ble Supreme Court of India in **Secretary, State of Karnataka vs. Uma Devi** have laid down the law relating to regularization / permanency claims of casual employees. The contention of the complainant that he was appointed by the opposite party at their Kolar office on 01.08.1992 by taking application form etc. is denied. The Branch Manager has no power to recruit / appoint any employee. The complainant was engaged only occasionally to attend to menial / urgent works and not continuously. Since the complainant was not recruited / appointed by the opposite party anytime, his termination / dismissal / retrenchment on 21.03.2015 did not arise. Consequently, question of issuing notice to him, payment of retrenchment compensation, payment of wages of one month, filing of application before the Tribunal before or during the pendency of CR 22/2013 and seeking permission u/s 25N of the Act does not arise. Under the circumstances, sec 33 of the Industrial Disputes Act has no application in his case. He was never engaged for attending the regular functions of substaff. He was paid wages for the occasional / casual works he was engaged to. The Branch Managers are not authorized to issue any certificates and question of issuing certificates to him does not arise as he was not continuously engaged in the opposite party bank and nor was empanelled in the daily wagers' list. The complainant has not been appointed in the payrolls of the opposite party at any time. Since he has not been appointed in the opposite party bank, question of marking in the attendance register, extending payment registered to him, debiting the payment made to him to salary account, issuing appointment orders, issuing certificates and denying benefits etc. did not arise. Hence the allegation of unfair labour practice on the part of the opposite party is untenable. The contention of the complainant that his involvement in the union activities and filing of Industrial Dispute by the said union for getting benefits to the daily wage workers has caused anger to the opposite party is a figment of his imagination and hence denied. The complainant was not working in the opposite party bank on continuous basis and was engaged occasionally , casually for menial and urgent requirements. His contention that he was being paid wages @ Rs. 7100/- is denied. His contentions that he was deemed to be in service and entitled for benefits are untenable and baseless. The complainant has not undergone any process of recruitment and is not entitled for recruitment for appointment in the opposite party bank or for reinstatement or other ancillary benefits as claimed by him. For all these reasons, the opposite party has prayed for rejection of the complaint.

3. From the above rival pleadings, following points arise for consideration:-

1. Whether the complaint is legally and factually maintainable?

2. Whether the Complainant is proved to have been working continuously in the opposite party

establishment since 01.08.1992?

3. ***Whether the complainant is proved to have been discharged / terminated / retrenched / dismissed from service as contended by him?***

4. ***Whether the alleged contravention of the provision of sec 33 of the ID Act is proved by the complainant?***

5. ***Whether the complainant is entitled to get reinstatement to the service with full back wages, continuity of service and ancillary benefits from 21.03.2015 as prayed for?***

6. ***What is the proper Order and Award to be passed in this complaint case?***

4. The complainant has got himself examined in chief as CW1 and Ex C1 and C2 are seen marked. When the stage came for his cross-examination, the Authorized Representative of the complainant is seen to have submitted that the affidavit filed by the complainant on 16.10.2019 in lieu of his examination in chief to be discarded and the matter be directly heard. Accordingly, that part of the oral and documentary evidence tendered by the complainant stood struck off from record. In effect, there is no evidence on the part of the complainant.

5. No evidence is adduced from the side of the opposite party as well.

6. Heard the oral and written arguments submitted from both sides.

7. **Points no. 1 to 4**:- Since all these points are closely integrated and inter-twined, all these points are discussed together. Alleging contravention of the provisions of sec 33 of the ID Act 1947, the complainant filed the instant complaint u/s 33A of the Act on the factual averment that the opposite party has not filed any application before this Tribunal seeking permission for retrenching / terminating / dismissing him on 21.03.2015 and not filing any application for approval of their said action. The complainant's case is that he was appointed by the opposite party bank at their Kolar branch on 01.08.1992 on submission of application and subjecting him for interview and on obtaining documents from him. He claims that since then he has worked continuously in the said branch on all working days. It is his further case that to his surprise, without giving any prior notice or without assigning any reason, he was asked on 21.03.2015 not to come for work and his services are terminated. The complainant inter alia pleaded that he is an active member in a Union under the name and style Pragathi Grameena Bank Daily Wage Workers Union formed between himself with other coolie workers of the opposite party bank. The said union has raised a dispute for regularization of the service of the complainant and other similarly placed coolie before the Central Government Machinery and the same is registered and pending before this Tribunal as CR 22/2013. It is the case of the complainant that he is directly connected with the said dispute raised by the Union pending before this Tribunal. The disengagement of job on 21.03.2015 according to the complainant tantamounts to contravention of the provisions of sec 33 of the ID Act as according to him it happened when the industrial dispute raised by the union for and on behalf of him and the other coolie workers was pending adjudication. This gave way for filing this complaint u/s 33A of the ID Act.

8. Oral and written arguments are advanced on behalf of the complainant narrating all these events by his authorized representative.

9. The learned counsel for the opposite party per contra put forth his rival submission that the complainant has never ever rendered any continuous service in the opposite party bank. Instead the bank was in the practice of engaging persons from the locale for attending menial job like sweeping, cleaning and watering when the regular employees are absent or proceed on leave and such persons were paid coolie charges for the same. According to the opposite party, the complainant was also so casually engaged depending on the requirement of the branch as a coolie for doing menial works and such works carried out by him was not regular in nature, but only on need basis. To put it differently, according to the opposite party the engagement of the complainant was not continuous and it was only intermittent.

10. Of course, the event of non-engagement for work said to have happened on 21.03.2015 is apparently during the pendency of CR 22/2013. However the complainant did not prefer to bring home any proof that he was in service in the opposite party bank even on the previous day or anytime there-before in a constant and continuous stretch so as to establish the retrenchment / dismissal / discharge / termination alleged in the complaint. Here it is contextually profitable to quote Sec 33 of the Act:

33. [Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.]

(1)During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before][an arbitrator or] [a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall- (a)in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b)for any misconduct connected with the dispute, discharge

or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, ave with the express permission in writing of the authority before which the proceeding is pending.(2)During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute] [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman] (a)[alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. (3)Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending. Explanation:-For the purposes of this sub-section, a "protected workman ", in relation to an establishment, means a workman who, being] [a member of the executive or other office bearer] [of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.(4)In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent. of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.(5)Where an employer makes an application to a conciliation officer, Board,] [an arbitrator, a] [Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass,] [within a period of three months from the date of receipt of such application] [Substituted by Act 46 of 1982, Section 17, for " as expeditiously as possible" (w.e.f. 21.8.1984).][, such order in relation thereto as it deems fit:].][Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit: Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.]

11. Of course by enacting sec 33, the legislature wanted to ensure a fair and satisfactory enquiry of the industrial dispute undisturbed by any action on the part of the employer or the employee likely to create fresh cause for disharmony between them. The legislature visualized that during the pendency of the industrial dispute status quo should be maintained and no further element of discord should be introduced between the employer and the employee. The objective of the provision of sec 33 is to put a ban on the prerogative of the employer in altering the service condition of the employee pending enquiry of the industrial dispute raised by them. The primary principle is that if an Industrial Dispute is raised by a group of workmen acting on their own through their union, the general conclusion is that the all those who sponsored the dispute are concerned in it. However the very factum of raising an Industrial Dispute and pendency of such a dispute in a court of law by an individual employee or a group of employees by itself does not lead to the inference that such an individual who alleges retrenchment from services was a workman in continuous service under the employer, unless proved by concrete evidence. Indeed, Sec 33A stands to the rescue of a workman who alleges alteration or cessation of service by the employer during the pendency of an Industrial Dispute. A regular workman / employee or a casual employee on a continuing basis under an employer who files a complaint u/s 33A certainly stands on a different footing than the one who claims continuity of service as a casual labourer and whose claim is not accepted by the employer.

12. The case on hand portrays the scenario the employer disowns and denies the complainant as its regular daily wager. The alleged retrenchment of service dated 21.03.2015 averred by the complainant is not accepted or recognized by the Oppose Party in the given case. The definite stand of the opposite party is that the complainant had been engaged very occasionally and intermittently on need basis to attend menial works like sweeping, cleaning etc. without touching the routine works in the office. The complainant per contra very particularly pleaded that apart from cleaning in and around the bank office, he was entrusted with the task of assisting customers in making challans for cash / cheque, deposits taking and keeping cash in double lock, writing registers, collecting cash from other banks from the cheques drawn on them, printing passbooks, deposit receipts, writing loan papers, making deposit mobilization, bundling payment slips and day book and such so many tasks. However according to the opposite party all the above works are the routine tasks of the regular employees and not of such casual workers engaged for attending menial jobs. Thus the factual pleadings of the complainant indicate that his engagement in the opposite party bank was not to attend menial labour alone but higher tasks as

well, as mentioned above. It is while attending such highly responsible tasks in his so called status as MCS / Office assistant (multipurpose) / sub-staff at the Kolar office of the opposite party continuously since 01.08.1992 that the opposite party has terminated / retrenched his services on 21.03.2015. This factum also the opposite party has emphatically opposed and disputed. According to the opposite party, no such retrenchment or termination has ever occurred nor was there any occasion for that as the bank had not engaged the complainant in such a position at all in work continuously. In this factual background it is the primary duty of the complainant to substantiate that his very entry in the bank was on 01.08.1992 and he continued to perform services in the opposite party bank without any break till 21.03.2015. The complainant is equally obliged to prove that he was disengaged from a continuous service on 21.03.2015. Inability to offer menial job on a particular date when there was no requirement to engage a casual labourer to attend such work pleaded by the opposite party does oblige the complainant to substantiate his specific case by adducing reliable and concrete material evidence establishing all the aspects pleaded by him in the complaint. The mere pleading raised by him regarding the prevalence / pendency of an Industrial Dispute and the so called termination or retrenchment of services on 21.03.2015 without bringing home any iota of evidence substantiating the above plea does not bind this Tribunal to accept the case set forth by him as gospel truth and to draw a finding against the opposite party.

13. It is the settled position of law that u/s 33A of the Industrial Disputes Act, the complainant carries the initial burden / onus to prove that the employer contravened sec 33 of the Act and such contravention occurred during the pendency of a dispute, by presenting the facts supported by evidence. Once the complainant discharges his initial burden to establish that he is an employee in continuous service within the parameters of sec 33 of the Act and such contravention occurred as pleaded and proved, the employer must then justify their actions especially concerning alleged dismissal / retrenchment / termination, often leading to the tribunal deciding if the action was fair and just like any other Industrial Dispute.

14. Here in the given case, the one and only aspect accepted and admitted by the opposite party is the pendency of CR 22/2013 raised by the Daily Workers Union. That by itself does not discharge the onus of proof cast on the complainant to prima facie establish its case. The alleged contravention of service conditions or an illegal cessation of the service of an employee by the employer is not an aspect to be simply inferred by the Tribunal out of nothing but to be very precisely, meticulously and scrupulously proved and established by the aggrieved complainant.

15. Sec 33A is designed to provide an instant remedy to a workman aggrieved by the contravention of sec 33 by filing a complaint before adjudicatory authorities or conciliatory authorities. It is trite that where such a complaint is made to an adjudicatory authority viz. Labour Court / Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it, so that the workman is saved of the botheration of moving the Government for referring this dispute for adjudication.

16. The basic question to be considered by this Tribunal in the complaint on hand u/s 33A is whether there has been a contravention by the employer of the provisions of sec 33 and in the event it is found that there has been a contravention of the provisions, then to embark upon the exercise to adjudicate about the matter so complained of in the complaint on its merit. No written order of termination / retrenchment is produced by the complainant to justify his pleadings. Of course, he averred in the complaint that the termination issued by the opposite party was only oral. If that be so, it should be proved by the complainant that he was in continuous service under the opposite party and was subjected for a termination / retrenchment on an oral order by facing trial. Going by the proceedings underwent in the given case, it is clear that the complainant himself has done away with and discarded that part of his examination in chief once tendered on record thereby getting the same struck off from record. So in effect, no reliable evidence is forthcoming from his side to substantiate his case of continuous service under the opposite party from 01.08.1992 to 21.03.2015.

17. In fact, as per law, before giving any relief to the aggrieved employee under the section, the authority viz., this Tribunal has first to determine that the employee was continuously working under the employer and the latter had surreptitiously kicked out him from the job without complying with the mandate u/s 33 of the Act. Hence a contravention of sec 33 is the foundation for exercise of the power u/s 33A of the Act. As already observed and as rightly pointed out by the learned counsel for the opposite party, no reliable proof / evidence is brought on record by the complainant to substantiate that there is contravention of provisions of sec 33 of the Act from the side of the opposite party.

18. In the event if the alleged factum of infraction from the provision of sec 33 is established, the matter has to be very meticulously adjudicated on merit to examine whether the complainant is entitled to get an order of reinstatement. It is trite that even when contravention of sec 33 is established, that does not automatically lead to an order for reinstatement. So, at large, the complainant is at the task to prove and establish the primary elements viz., his status as a daily wage employee under the opposite party coupled with contravention of the provisions of sec 33 by the latter and then his eventual right to get reinstatement to service with equivalent benefits. Determination of all these issues by the legal forum could be possible only when reliable evidence is adduced by the complainant by offering himself for searching cross examination by the opposite party in a full-fledged trial.

It is trite that the initial burden lies on the employee to prove that he falls under the definition of a "workman" under the Industrial Disputes Act. If the employee presents a strong prima facie case, the management must then provide evidence to rebut it. Of course, the evidence to be adduced by the person claiming to be an employee must be substantial, often a preponderance of evidence depending on the claim. It is no longer res-integra that the burden of proving the employer-employee relationship primarily rest upon the person who asserts its existence. In a situation where a person asserts to be an employee of the management which the management denies, the duty primarily rests upon the person so asserting to give positive evidence in his favour and discharge his initial burden. At the risk of repetition I say, once such a person has given such a positive evidence in his favour, only then the burden would shift on the management to give evidence to counter such claims, because it is always possible to prove positive facts than a negative. The Hon'ble Supreme Court in **Workman of Nilgiri Co-Op Mkt Society LTD vs. State of Tamil Nadu (AIR 2004 SC 1639**) held that it is a well settled principle of law that the person who is setting up a plea of existence of relationship of employer and employee, the burden would be upon him. Similar view is adopted by the Hon'ble Supreme Court in **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari (2005 (10) SCC 792**). The complainant herein kept aloof from trial feeling shy of an intensive quiz in the witness box. Probably, the complainant might have been misled, misguided or mal-advised not to mount the witness box so as to avoid probable inconvenience of a grilling cross-examination. The net result of such willful avoidance of requisite procedure by the complainant either by himself or as instilled upon him is complete failure of the case projected by him.

19. Extensive argument is advanced on behalf of the complainant with the aid of plethora of legal authorities canvassing for a favorable order of reinstatement with full back wages, continuity of service with regularization and ancillary benefits from 21.03.2015. As could be heard from Learned Counsel for the opposite party, all these wider reliefs sought for by the complainant are the main reliefs claimed in the said case CR 22/2013. By consciously avoiding to give oral or documentary evidence in this case, what is craved for on behalf of the complainant is to grant the above reliefs even without facing a trial. Granting such reliefs in his favour without providing / supplementing any sort of evidentiary support would tantamount to prejudging the issue raised in the Industrial Dispute case CR 22/2013 in a very shortcut method.

20. Argument is advanced on behalf of the complainant placing reliance upon the verdicts of the Hon'ble High Court of Gujarat in **Gujarat State Electricity Corporation LTD vs. Bhimrao Aagete (LPA 177 / 2016 dated 06.03.2018), Kalavatiben Prabhakar Patil and others vs. Managing Director (C/SCA/3189/2020 dated 17.01.2022)** that while deciding a complaint u/s 33A it is not obligatory for the workman to prove that he had worked for 240 days. Those rulings in fact do not indicate that the complainant is not at all under obligation to substantiate his basic status under the opposite party to justify the case put forth.

21. In the peculiar facts and circumstances of the case and the very casual manner in which it is manned by the complainant, the plethora of rulings relied upon by him viz., **Hindustan Lever LTD vs. Ram Mohan Roy and others (AIR 1973 SC 1156)** by the Hon'ble Apex Court, **Management of Karur Vysya Bank LTD vs. Presiding Officer, Industrial Tribunal (2007 II LLJ 459)** by the Hon'ble High Court of Madras, **M M Narayana vs. KSRTC (AIR 2012 (4) KAR R 518)** and **Karan Kumar vs. Divisional Controller KSRTC (WP 203333/2019 dated 13.07.2023)** by the Hon'ble High Court of Karnataka and **Deutsche Lufthansa AG vs. Nayan Pahwa & others (2025 INSC 998)** by the Hon'ble High Court of Delhi are not of any help to the complainant as in all those cases non-compliance of the provisions by the respective employers are relating to regular employees on its payroll. Among the cases noted above, the case of **Karur Vysya Bank LTD, MM Narayana and Karan Kumar** are related to the actions initiated by the respective employers based on misconduct / misdemeanor of the respective regular employees in respect of which approval applications were not submitted by the employers. In **Hindustan Lever's** case also, the complainants were the regular employees of the employer establishment. In principle, the fact situations contained in the afore-quoted ruling do not have any application to the case on hand.

22. Before concluding, it is worthy to pen down that in order to avail the relief provided u/s 33 of the Act, firstly the aggrieved party should prove himself to be a workman within the definition of u/s 2(s) of the Industrial Disputes Act and there exists employer-employee relationship between the contesting parties. In conclusion of the afore-discussion, I find that the complainant has miserably failed in substantiating his own case. He equally failed in refuting / negating the contentions raised by the opposite party that he is only a coolie engaged on need and requirement basis without continuity and frequency and hence not governed by any rules and regulations of the bank. So also the complainant further failed in successfully controverting the rival contentions of the opposite party that there is no employee-employer relationship between himself and the opposite party or that he was not engaged by the latter against a sanctioned post. The deliberate refusal, negligence or avoidance to prove and establish a genuine and reliable case by tendering requisite evidence has led the complainant to face a total failure in the given case and for an eventual dismissal of the complaint. With this view, these points are answered accordingly.

23. **Point No. 5**:- In view of the findings on point no. 1 to 4, it is held that the complainant is not entitled for any reliefs sought for in this complaint.

24. **Point no. 6:-** In the result the following award is passed.

AWARD

The Complaint no. 02/2019 is dismissed.

(Dictated to LDC, transcribed by him, correct and signed by me on 6th January, 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 28.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रामीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (01/2017) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-20]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 28.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-20]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 06th January 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

Comp No. 01 / 2017

Appellant	**Opposite Party**
Sh. M A Mahesh,	The Chairman / General Manager,
S/o Aswathanarayana,	Karnataka Grameena Bank,
Malligurki – 561 207	Head Office,
Tal : Bagepalli	Gandhi Nagar, Bellary
Dist: Chikkaballapur	

Appearance

Complainant :M Rama Rao

Authorized Representative

Opposite Party : B C Prabhakar

Advocate

ORDER

1. This is a complaint filed by the complainant u/s 33A of the Industrial Disputes Act 1947 raising the following contentions:-

The complainant was appointed by the opposite party in the post of MCS / Office Assistant (Multipurpose) / Substaff at their Mittemari branch on 08.12.2008. He submitted application and documents and attended interview for selection. Since then he worked continuously in the said branch till the date of his termination / retrenchment / discharge / dismissal of his service on 29.05.2014. As a part of his job, he used to open the branch by collecting

keys from the Manager, cleaning the office, aiding the customers and the branch in various ways. In order to avoid the extension of status and benefits of permanent workman to him, the Opposite Party directed the Mittemari branch to debit his wages as coolie charges to the General ledger account without obtaining his signature on the debit vouchers. The officials of the branch took his signature on the overleaf of coolie paid debit vouchers along with the signatures of the branch officers while paying wages in cash to him. He was the only person doing the work of the office attendant / messenger / sweeper / substaff / daily wager / MCS etc on coolie charges. The Opposite Party was not marking attendance register for his work, not extended payment register to him, signing debit vouchers for his wages by the officers of the bank and receiving amount by them and then paying the amounts to him as wages, debiting the wages paid to him to General Charges Account instead of salary paid account / Establishment charges, not issuing appointment orders or certificates for the services rendered by him in the bank, refusal to pay wages applicable to messengers / housekeeping staff / sub staff / MCS to him, not extending the service benefits applicable to permanent workman, taking work from him for years together as Coolie by terming his wages as coolie charges practiced by the opposite party are all unfair labour practices under the 5th Schedule of the ID Act 1947. The complainant along with other coolie workers of the opposite party bank formed a union called Pragathi Grameena Bank Daily Wage Workers Union in 2012 and he was active in the Union activities. The Union filed cases before the Central Labour Machinery for getting the benefits for the daily wage workers of the Bank. This has caused annoyance to the then management against him. CR 22/2013 is pending before this Tribunal in which the Union raised a dispute for regularization of services of the workmen including him. He is directly connected with the said dispute raised by the said union. On 29.05.2014, the Branch Manager Mr. Udaya Narayana Bhatt asked the complainant not to come for work as his services are terminated abruptly without any reason and without issuing any notice to him or paying any retrenchment compensation. His repeated requests to allow him to do work in the branch were not considered by the Branch Manager. The opposite party has not filed any application before the appropriate Government seeking permission to retrench him u/s 25 N of the ID Act 1947. Therefore, the retrenchment of his service is illegal, ab-initio void and he is deemed to be in the services of the Bank as per sec 25 N(7) of the ID Act. As per the provision of Sec 33 of the ID Act, the opposite party cannot alter or change the conditions of his service applicable to him immediately before the commencement of the proceedings of C R 22/2013 to his prejudice , during the pendency of CR 22/2013 before this Tribunal without the expressed permission in writing from the tribunal and also shall not discharge / dismiss / terminate / retrench him unless he was paid wages for one month and without making an application for approval of the action so taken. The opposite party has not observed any of the provisions of the ID Act 1947 and has not filed any application before the Tribunal. The action of the opposite party is against the provisions of the ID Act, principles of natural justice, illegal, null and void. The opposite party was paying him wages @ Rs. 7100/- per month. The opposite party has not paid any wages to him since the retrenchment of his services. Since the opposite party has not filed any application before the Tribunal seeking approval of their action, he is entitled for payment of full wages drawn by him every month till the disposal of this case. Since the opposite party has not filed any application before the appropriate government for the termination of his services, not issued any copy of such application to him nor any notice / notice pay / compensation as required u/s 25 N of the ID Act, he is deemed to be in service for the benefits as applicable to him prior to such cessation of his service and is entitled for wages as per sec 25N (7) of the ID Act. Due to the illegal cessation of service imposed on him by the opposite party, the complainant and his family are suffering economically and socially. Hence this complaint for declaring the termination / retrenchment / discharge / dismissal of the complainant from 25.09.2014 is not in accordance with the provisions of the ID Act 1947, against the principles of natural justice, arbitrary, unilateral, ill motivated and illegal and to direct the opposite party to reinstate the complainant with full back wages, continuity of service with regularization, ancillary benefits from 25.09.2014 and with cost.

2. The opposite party filed statement of objection resisting the factual averments and relief sought in the complaint. It is inter alia contended that the complaint is not maintainable either in law or on facts as there is no contravention of the provision of Sec 33 of the ID Act. The opposite party by way of subsequent amalgamations is now called as Karnataka Grameena Bank, the service conditions of the employees are governed by Pragathi Grameena Bank (Officers and Employees) Service Regulations 2010. The bank used to engage services of the workmen occasionally as and when necessitated for doing menial works in the branches when regular office attendants remained absent or proceed on leave and for excess work. In order to meet the exigencies of the work, the opposite party bank branches used to engage coolies only for few hours for such menial works like cleaning, sweeping and watering and were paid coolie charges proportionately depending upon the number of hours they worked. The complainant was also engaged similarly as a coolie intermittently and not continuously. Depending upon the availability of the person in the locale, the Branch Manager engaged such person on need basis for such works. As per the Government of India guidelines for appointment of Regular Attendants, the names should be sponsored by the employment exchange and such engagement is also subject to the conditions stipulated in regard to educational qualification, age etc. While engaging the coolies, no educational qualifications or age were looked into and whoever is available would be engaged. The persons so engaged are at liberty to work elsewhere after completion of the menial works entrusted to them. They are not governed by any rules and regulation of the bank and there is no employee employer relationship as they have not been engaged by the bank against the post. As there was no requirement at the branch concerned on 25.09.2014, the complainant was not engaged for work and

that cannot be said as refusal of work. The complainant thereafter stopped approaching bank for work. After lapse of 3 years, he has filed this complaint alleging violation of the provisions of the sec 33 of the ID Act. The daily workers union raised a dispute against the opposite party bank in CR 22/2013 claiming regularization of coolies including the complainant. The complaint is not maintainable as there is no refusal of work or termination of the services of the complainant. Considering the nature of the engagement of the complainant, it cannot be said that his services came to be terminated or his non engagement on a particular day for want of work be treated as refusal of work. The opposite party bank followed the procedures in respect of engagement and payment of the daily wagers. In a case of casual employee, the concept of retrenchment is not attracted if the casual is not engaged for want of work on a particular day. Therefore sec 25N of the ID Act referred to in the complaint is not attracted. There is no violation of provisions of sec 33 as alleged. The question of filing approval application arises only when the termination is for misconduct. In this case there is no termination of complainant or any allegation of misconduct against him. Hence the question of filing approval application does not arise. The averment that the complainant was paid the wages of Rs. 7100/- per month is not correct. He was paid wages by calculating the number of days of his engagement. The averment that there is cessation of service by the opposite party is not correct. It is the complainant who stopped approaching the bank for work. Hence it is not open for him to contend that he and his family members are suffering. The complainant is thus not entitled for any of the reliefs prayed for and hence the opposite party sought for rejecting the complaint.

3. From the above rival pleadings, following points arise for consideration:-

1. ***Whether the complaint is legally and factually maintainable?***

2. ***Whether the Complainant is proved to have been working continuously in the opposite party establishment since 08.12.2008?***

3. ***Whether the complainant is proved to have been discharged / terminated / retrenched / dismissed from service as contended by him?***

4. ***Whether the alleged contravention of the provision of sec 33 of the ID Act is proved by the complainant?***

5. ***Whether the complainant is entitled to get reinstatement to the service with full back wages, continuity of service and ancillary benefits from 25.09.2014 as prayed for?***

6. ***What is the proper Order and Award to be passed in this complaint case?***

4. Either of the parties did not prefer to adduce any evidence in the matter.

5. Heard the oral and written arguments submitted from both sides.

6. **Points no. 1 to 4**:- Since all these points are closely integrated and inter-twined, all these points are discussed together. Alleging contravention of the provisions of sec 33 of the ID Act 1947, the complainant filed the instant complaint u/s 33A of the Act on the factual averment that the opposite party has not filed any application before this Tribunal seeking permission for retrenching / terminating / dismissing him on 25.09.2014 and not filing any application for approval of their said action. The complainant's case is that he was appointed by the opposite party bank at their Mittemari branch on 08.12.2008 on submission of application and subjecting him for interview and on obtaining documents from him. He claims that since then he has worked continuously in the said branch on all working days. It is his further case that to his surprise, without giving any prior notice or without assigning any reason, he was asked on 25.09.2014 not to come for work and his services are terminated. The complainant inter alia pleaded that he is an active member in a Union under the name and style Pragathi Grameena Bank Daily Wage Workers Union formed between himself with other coolie workers of the opposite party bank. The said union has raised a dispute for regularization of the service of the complainant and other similarly placed coolie before the Central Government Machinery and the same is registered and pending before this Tribunal as CR 22/2013. It is the case of the complainant that he is directly connected with the said dispute raised by the Union pending before this Tribunal. The disengagement of job on 25.09.2014 according to the complainant tantamounts to contravention of the provisions of sec 33 of the ID Act as according to him it happened when the industrial dispute raised by the union for and on behalf of him and the other coolie workers was pending adjudication. This gave way for filing this complaint u/s 33A of the ID Act.

7. Oral and written arguments are advanced on behalf of the complainant narrating all these events by his authorized representative.

8. The learned counsel for the opposite party per contra put forth his rival submission that the complainant has never ever rendered any continuous service in the opposite party bank. Instead the bank was in the practice of engaging persons from the locale for attending menial job like sweeping, cleaning and watering when the regular employees are absent or proceed on leave and such persons were paid coolie charges for the same. According to the opposite party, the complainant was also so casually engaged depending on the requirement of the branch as a coolie for doing menial works and such works carried out by him was not regular in nature, but only on need

basis. To put it differently, according to the opposite party the engagement of the complainant was not continuous and it was only intermittent.

9. Of course, the event of non-engagement for work said to have happened on 25.09.2014 is apparently during the pendency of CR 22/2013. However the complainant did not prefer to bring home any proof that he was in service in the opposite party bank even on the previous day or anytime there-before in a constant and continuous stretch so as to establish the retrenchment / dismissal / discharge / termination alleged in the complaint. Here it is contextually profitable to quote Sec 33 of the Act:

33. [Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.]

(1)During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before][an arbitrator or] [a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall- (a)in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b)for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, ave with the express permission in writing of the authority before which the proceeding is pending.(2)During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute] [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman] (a)[alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. (3)Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending. Explanation:-For the purposes of this sub-section, a "protected workman ", in relation to an establishment, means a workman who, being] [a member of the executive or other office bearer] [of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.(4)In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent. of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.(5)Where an employer makes an application to a conciliation officer, Board,] [an arbitrator, a] [Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass,] [within a period of three months from the date of receipt of such application] [Substituted by Act 46 of 1982, Section 17, for " as expeditiously as possible" (w.e.f. 21.8.1984).][, such order in relation thereto as it deems fit:].][Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit: Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.]

10. Of course by enacting sec 33, the legislature wanted to ensure a fair and satisfactory enquiry of the industrial dispute undisturbed by any action on the part of the employer or the employee likely to create fresh cause for disharmony between them. The legislature visualized that during the pendency of the industrial dispute status quo should be maintained and no further element of discord should be introduced between the employer and the employee. The objective of the provision of sec 33 is to put a ban on the prerogative of the employer in altering the service condition of the employee pending enquiry of the industrial dispute raised by them. The primary principle is that if an Industrial Dispute is raised by a group of workmen acting on their own through their union, the general conclusion is that the all those who sponsored the dispute are concerned in it. However the very factum of raising an Industrial Dispute and pendency of such a dispute in a court of law by an individual employee or a group of employees by itself does not lead to the inference that such an individual who alleges retrenchment from services was a workman in continuous service under the employer, unless proved by concrete evidence. Indeed, Sec 33A stands to the rescue of a workman who alleges alteration or cessation of service by the employer

during the pendency of an Industrial Dispute. A regular workman / employee or a casual employee on a continuing basis under an employer who files a complaint u/s 33A certainly stands on a different footing than the one who claims continuity of service as a casual labourer and whose claim is not accepted by the employer.

11. The case on hand portrays the scenario the employer disowns and denies the complainant as its regular daily wager. The alleged retrenchment of service dated 25.09.2014 averred by the complainant is not accepted or recognized by the Oppose Party in the given case. The definite stand of the opposite party is that the complainant had been engaged very occasionally and intermittently on need basis to attend menial works like sweeping, cleaning etc. without touching the routine works in the office. The complainant per contra very particularly pleaded that apart from cleaning in and around the bank office, he was entrusted with the task of assisting customers in making challans for cash / cheque, deposits taking and keeping cash in double lock, writing registers, collecting cash from other banks from the cheques drawn on them, printing passbooks, deposit receipts, writing loan papers, making deposit mobilization, bundling payment slips and day book and such so many tasks. However according to the opposite party all the above works are the routine tasks of the regular employees and not of such casual workers engaged for attending menial jobs. Thus the factual pleadings of the complainant indicate that his engagement in the opposite party bank was not to attend menial labour alone but higher tasks as well, as mentioned above. It is while attending such highly responsible tasks in his so called status as MCS / Office assistant (multipurpose) / sub-staff at the Mittemari branch of the opposite party continuously since 08.12.2008 that the opposite party has terminated / retrenched his services on 25.09.2014. This factum also the opposite party has emphatically opposed and disputed. According to the opposite party, no such retrenchment or termination has ever occurred nor was there any occasion for that as the bank had not engaged the complainant in such a position at all in work continuously. In this factual background it is the primary duty of the complainant to substantiate that his very entry in the bank was on 08.10.2008 and he continued to perform services in the opposite party bank without any break till 25.09.2014. The complainant is equally obliged to prove that he was disengaged from a continuous service on 25.09.2014. Inability to offer menial job on a particular date when there was no requirement to engage a casual labourer to attend such work pleaded by the opposite party does oblige the complainant to substantiate his specific case by adducing reliable and concrete material evidence establishing all the aspects pleaded by him in the complaint. The mere pleading raised by him regarding the prevalence / pendency of an Industrial Dispute and the so called termination or retrenchment of services on 25.09.2014 without bringing home any iota of evidence substantiating the above plea does not bind this Tribunal to accept the case set forth by him as gospel truth and to draw a finding against the opposite party.

12. It is the settled position of law that u/s 33A of the Industrial Disputes Act, the complainant carries the initial burden / onus to prove that the employer contravened sec 33 of the Act and such contravention occurred during the pendency of a dispute, by presenting the facts supported by evidence. Once the complainant discharges his initial burden to establish that he is an employee in continuous service within the parameters of sec 33 of the Act and such contravention occurred as pleaded and proved, the employer must then justify their actions especially concerning alleged dismissal / retrenchment / termination, often leading to the tribunal deciding if the action was fair and just like any other Industrial Dispute.

13. Here in the given case, the one and only aspect accepted and admitted by the opposite party is the pendency of CR 22/2013 raised by the Daily Workers Union. That by itself does not discharge the onus of proof cast on the complainant to prima facie establish its case. The alleged contravention of service conditions or an illegal cessation of the service of an employee by the employer is not an aspect to be simply inferred by the Tribunal out of nothing but to be very precisely, meticulously and scrupulously proved and established by the aggrieved complainant.

14. Sec 33A is designed to provide an instant remedy to a workman aggrieved by the contravention of sec 33 by filing a complaint before adjudicatory authorities or conciliatory authorities. It is trite that where such a complaint is made to an adjudicatory authority viz. Labour Court / Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it, so that the workman is saved of the botheration of moving the Government for referring this dispute for adjudication.

15. The basic question to be considered by this Tribunal in the complaint on hand u/s 33A is whether there has been a contravention by the employer of the provisions of sec 33 and in the event it is found that there has been a contravention of the provisions, then to embark upon the exercise to adjudicate about the matter so complained of in the complaint on its merit. No written order of termination / retrenchment is produced by the complainant to justify his pleadings. Of course, he averred in the complaint that the termination issued by the opposite party was only oral. If that be so, it should be proved by the complainant that he was in continuous service under the opposite party and was subjected for a termination / retrenchment on an oral order by mounting the witness box. Going by the proceedings underwent in the given case, it is clear that once the statement of objection is filed by the opposite party, the matter was posted for evidence of the complainant and on the repeated request of the complainant, evidence / enquiry was postponed by my learned predecessor by not less than 5 occasions. Then at the whimsical stand of the complainant it is made out that there is no need to adduce evidence and the matter be posted for arguments. In fact, as per law, before giving any relief to the aggrieved employee under the section, the

authority viz., this Tribunal has first to determine that the employee was continuously working under the employer and the latter had surreptitiously kicked out him from the job without complying with the mandate u/s 33 of the Act. Hence a contravention of sec 33 is the foundation for exercise of the power u/s 33A of the Act. As already observed and as rightly pointed out by the learned counsel for the opposite party, no reliable proof / evidence is brought on record by the complainant to substantiate that there is contravention of provisions of sec 33 of the Act from the side of the opposite party.

16. In the event if the alleged factum of infraction from the provision of sec 33 is established, the matter has to be very meticulously adjudicated on merit to examine whether the complainant is entitled to get an order of reinstatement. It is trite that even when contravention of sec 33 is established, that does not automatically lead to an order for reinstatement. So, at large, the complainant is at the task to prove and establish the primary elements viz., his status as a daily wage employee under the opposite party coupled with contravention of the provisions of sec 33 by the latter and then his eventual right to get reinstatement to service with equivalent benefits. Determination of all these issues by the legal forum could be possible only when reliable evidence is adduced by the complainant by offering himself for searching cross examination by the opposite party in a full-fledged trial. It is trite that the initial burden lies on the employee to prove that he falls under the definition of a "workman" under the Industrial Disputes Act. If the employee presents a strong prima facie case, the management must then provide evidence to rebut it. Of course, the evidence to be adduced by the person claiming to be an employee must be substantial, often a preponderance of evidence depending on the claim. It is no longer res-integra that the burden of proving the employer-employee relationship primarily rest upon the person who asserts its existence. In a situation where a person asserts to be an employee of the management which the management denies, the duty primarily rests upon the person so asserting to give positive evidence in his favour and discharge his initial burden. At the risk of repetition I say, once such a person has given such a positive evidence in his favour, only then the burden would shift on the management to give evidence to counter such claims, because it is always possible to prove positive facts than a negative. The Hon'ble Supreme Court in **Workman of Nilgiri Co-Op Mkt Society LTD vs. State of Tamil Nadu (AIR 2004 SC 1639**) held that it is a well settled principle of law that the person who is setting up a plea of existence of relationship of employer and employee, the burden would be upon him. Similar view is adopted by the Hon'ble Supreme Court in **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari (2005 (10) SCC 792**). The complainant herein kept aloof from trial feeling shy of an intensive quiz in the witness box. Probably, the complainant might have been misled, misguided or mal-advised not to mount the witness box so as to avoid probable inconvenience of a grilling cross-examination. The net result of such willful avoidance of requisite procedure by the complainant either by himself or as instilled upon him is complete failure of the case projected by him.

17. Extensive argument is advanced on behalf of the complainant with the aid of plethora of legal authorities canvassing for a favorable order of reinstatement with full back wages, continuity of service with regularization and ancillary benefits from 25.09.2014. As could be heard from Learned Counsel for the opposite party, all these wider reliefs sought for by the complainant are the main reliefs claimed in the said case CR 22/2013. By consciously avoiding to give oral or documentary evidence in this case, what is craved for on behalf of the complainant is to grant the above reliefs even without facing a trial. Granting such reliefs in his favour without providing / supplementing any sort of evidentiary support would tantamount to prejudging the issue raised in the Industrial Dispute case CR 22/2013 in a very shortcut method.

18. Argument is advanced on behalf of the complainant placing reliance upon the verdicts of the Hon'ble High Court of Gujarat in **Gujarat State Electricity Corporation LTD vs. Bhimrao Aagete (LPA 177 / 2016 dated 06.03.2018), Kalavatiben Prabhakar Patil and others vs. Managing Director (C/SCA/3189/2020 dated 17.01.2022)** that while deciding a complaint u/s 33A it is not obligatory for the workman to prove that he had worked for 240 days. Those rulings in fact do not indicate that the complainant is not at all under obligation to substantiate his basic status under the opposite party to justify the case put forth.

19. In the peculiar facts and circumstances of the case and the very casual manner in which it is manned by the complainant, the plethora of rulings relied upon by him viz., **Hindustan Lever LTD vs. Ram Mohan Roy and others (AIR 1973 SC 1156)** by the Hon'ble Apex Court, **Management of Karur Vysya Bank LTD vs. Presiding Officer, Industrial Tribunal (2007 II LLJ 459)** by the Hon'ble High Court of Madras, **M M Narayana vs. KSRTC (AIR 2012 (4) KAR R 518)** and **Karan Kumar vs. Divisional Controller KSRTC (WP 203333/2019 dated 13.07.2023)** by the Hon'ble High Court of Karnataka and **Deutsche Lufthansa AG vs. Nayan Pahwa & others (2025 INSC 998)** by the Hon'ble High Court of Delhi are not of any help to the complainant as in all those cases non-compliance of the provisions by the respective employers are relating to regular employees on its payroll. Among the cases noted above, the case of **Karur Vysya Bank LTD, MM Narayana and Karan Kumar** are related to the actions initiated by the respective employers based on misconduct / misdemeanor of the respective regular employees in respect of which approval applications were not submitted by the employers. In **Hindustan Lever's** case also, the complainants were the regular employees of the employer establishment. In principle, the fact situations contained in the afore-quoted ruling do not have any application to the case on hand.

20. Before concluding, it is worthy to pen down that in order to avail the relief provided u/s 33 of the Act, firstly

the aggrieved party should prove himself to be a workman within the definition of u/s 2(s) of the Industrial Disputes Act and there exists employer-employee relationship between the contesting parties. In conclusion of the afore-discussion, I find that the complainant has miserably failed in substantiating his own case. He equally failed in refuting / negating the contentions raised by the opposite party that he is only a coolie engaged on need and requirement basis without continuity and frequency and hence not governed by any rules and regulations of the bank. So also the complainant further failed in successfully controverting the rival contentions of the opposite party that there is no employee-employer relationship between himself and the opposite party or that he was not engaged by the latter against a sanctioned post. The deliberate refusal, negligence or avoidance to prove and establish a genuine and reliable case by tendering requisite evidence has led the complainant to face a total failure in the given case and for an eventual dismissal of the complaint. With this view, these points are answered accordingly.

21. **Point No. 5**:- In view of the findings on point no. 1 to 4, it is held that the complainant is not entitled for any reliefs sought for in this complaint.

22. Point no. 6:- In the result the following award is passed.

AWARD

The Complaint no. 01/2017 is dismissed.

(Dictated to LDC, transcribed by him, correct and signed by me on 6th January, 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 29.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रामीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (02/2017) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-21]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 29.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 02/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-21]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 06th January 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

Comp No. 02 / 2017

Appellant	**Opposite Party**
Sh. J Venkatareddy	The Chairman / General Manager,
S/o Jayaramareddy	Karnataka Grameena Bank,
Near Water Tank	Head Office,
Gaunavarapalli 563 124	Gandhi Nagar, Bellar

Appearance

Complainant : M Rama Rao

Authorized Representative

Opposite Party : B C Prabhakar

Advocate

ORDER

1. This is a complaint filed by the complainant u/s 33A of the Industrial Disputes Act 1947 raising the following contentions:-

The complainant was appointed by the opposite party in the post of MCS / Office Assistant (Multipurpose) / Substaff at their Chelur branch on 09.03.2003 and he worked there for 3 months. Later, on 09.09.2008 the Branch Manager of Chelur Branch called him to the branch to work by taking application from him, interviewing him and on taking documents. Since then he worked continuously in the said branch till the date of his termination / retrenchment / discharge / dismissal of his service on 07.04.2013 and asked to work at Chilakalanerup branch from 08.04.2013 and he worked in the said branch. Later on 04.09.2014 the Branch Manager Mr. Prasad told him that since he filed a case for regularization of service against the Bank through his union before this Tribunal, services of the complainant are being terminated and his services are thus terminated. Again he was asked to report for work at Chelur Branch by the Branch Manager, Sh. B V Nagaraja, in December 2015 and the complainant reported for work at the said branch from 20.12.2015. In December 2016 the Branch Manager raised an allegation against the complainant that he has stolen a cheque leaf and forged a signature of the customer Sh. Reddappa and filled up the cheque and tried to encash the same. On that allegation, the Branch Manager Mr. B V Nagaraja, dismissed the service es of the complainant on 12.12.2016. The Branch Manager also filed a police complaint against the complainant whereon a criminal case was registered against him. Later based on the statement of customer Sh., Reddappa that he had sent the cheque for collection through the complainant, the complaint was dismissed. As a part of his job, he used to open the branch by collecting keys from the Manager, cleaning the office, aiding the customers and the branch in various ways. In order to avoid the extension of status and benefits of permanent workman to him, the Opposite Party directed the Chelur and Chilakalanerup branch to debit his wages as coolie charges to the General ledger account without obtaining his signature on the debit vouchers. The officials of the branches took his signature on the overleaf of coolie paid debit vouchers along with the signatures of the branch officers while paying wages in cash to him. He was the only person doing the work of the office attendant / messenger / sweeper / substaff / daily wager / MCS etc on coolie charges. The Opposite Party was not marking attendance register for his work, not extended payment register to him, signing debit vouchers for his wages by the officers of the bank and receiving amount by them and then paying the amounts to him as coolie charges, debiting the wages paid to him to General Ledger Account of the Bank instead of salary paid account / Establishment charges, not issuing appointment orders or certificates for the services rendered by him in the bank, refusal to pay wages applicable to messengers / housekeeping staff / sub staff / MCS to him, not extending the service benefits applicable to permanent workman, taking work from him for years together as Coolie by terming his wages as coolie charges practiced by the opposite party are all unfair labour practices under the 5th Schedule of the ID Act 1947. The complainant along with other coolie workers of the opposite party bank formed a union called Pragathi Grameena Bank Daily Wage Workers Union in 2012 and he was active in the Union activities. The Union filed cases before the Central Labour Machinery for getting the benefits for the daily wage workers of the Bank. This has caused annoyance to the then management against him. CR 22/2013 is pending before this Tribunal in which the Union raised a dispute for regularization of services of the workmen including him. He is directly connected with the said dispute raised by the said union. On 04.09.2014, the Branch Manager asked the complainant not to come for work as his services are terminated abruptly without any reason and without issuing any notice to him or paying any retrenchment compensation, without following the principles of natural justice. His repeated requests to allow him to do work in the branch were not considered by the Branch Manager. The opposite party has not filed any application before the appropriate Government seeking permission to retrench him u/s 25 N of the ID Act 1947 nor filed any application before this Tribunal for approval of their action in dismissing / discharging / terminating / retrenching his services from 12.12.2016. Therefore, the retrenchment of his service is illegal, ab-initio void and he is deemed to be in the services of the Bank as per sec 25 N(7) of the ID Act. As per the provision of Sec 33 of the ID Act, the opposite party cannot alter or change the conditions of his service applicable to him immediately before the commencement of the proceedings of C R 22/2013 to his prejudice, during the pendency of CR 22/2013 before this Tribunal without the expressed permission in writing from the tribunal and also shall not discharge / dismiss / terminate / retrench him unless he was paid wages for one month and without making an application for approval of the action so taken. The opposite party has not complied with any of the provisions of the ID Act 1947 in terminating his services. The opposite party was paying him wages @ Rs. 6500/- per month. The opposite party has not paid any wages to him since the retrenchment of his services. Since the opposite party has not filed any application before the Tribunal seeking approval of their action, he is entitled for payment of full wages drawn by him every month till the disposal of this case. He is entitled for wages as per sec 25N (7) of the ID Act. Due to the illegal

cessation of service imposed on him by the opposite party, the complainant and his family are suffering economically and socially. Hence this complaint for declaring the termination / retrenchment / discharge / dismissal of the complainant from 12.12.2016 is not in accordance with the provisions of the ID Act 1947, against the principles of natural justice, arbitrary, unilateral, ill motivated and illegal and to direct the opposite party to reinstate the complainant with full back wages, continuity of service with regularization, ancillary benefits from 12.12.2016 and with cost.

2. The opposite party filed statement of objection resisting the factual averments and relief sought in the complaint. It is inter alia contended that the complaint is not maintainable either in law or on facts as there is no contravention of the provision of Sec 33 of the ID Act. The opposite party by way of subsequent amalgamations is now called as Karnataka Grameena Bank. The service conditions of the employees are governed by Pragathi Grameena Bank (Officers and Employees) Service Regulations 2010. The bank used to engage services of the workmen occasionally as and when necessitated for doing menial works in the branches when regular office attendants remained absent or proceed on leave and for excess work. In order to meet the exigencies of the work, the opposite party bank branches used to engage coolies only for few hours for such menial works like cleaning, sweeping and watering and were paid coolie charges proportionately depending upon the number of hours they worked. The complainant was also engaged similarly as a coolie intermittently and not continuously. Depending upon the availability of the person in the locale, the Branch Manager engaged such person on need basis for such works. As per the Government of India guidelines for appointment of Regular Attendants, the names should be sponsored by the Employment Exchange and such engagement is also subject to the conditions stipulated in regard to educational qualification, age etc. While engaging the coolies, no educational qualifications or age were looked into and whoever is available would be engaged. The persons so engaged are at liberty to work elsewhere after completion of the menial works entrusted to them. They are not governed by any rules and regulation of the bank and there is no employee employer relationship as they have not been engaged by the bank against the post. There was no requirement at Chilakalanerup branch on 04.09.2014 and he was not engaged for work on that day and that cannot be said as refusal of work. The complainant thereafter stopped approaching bank for work. After lapse of 3 years, he has filed this complaint alleging violation of the provisions of the sec 33 of the ID Act. The daily workers union raised a dispute against the opposite party bank in CR 22/2013 claiming regularization of coolies including the complainant. The complaint is not maintainable as there is no refusal of work or termination of the services of the complainant. He might have approached the Chelur branch on 20.12.2015 and would have been engaged based on requirement. His averment about alleged stealing of a cheque leaf and lodging of police complaint and alleged termination on 12.12.2016 are incorrect. On 12.12.2016 he was engaged as there was no requirement. Non engagement of the complainant on 12.12.2016 also cannot be characterized as refusal of work or termination of his services. The opposite party bank followed the procedures in respect of engagement of and payment to the daily wagers. In a case of casual employee, the concept of retrenchment is not attracted if the casual is not engaged for want of work on a particular day. Therefore sec 25N of the ID Act referred to in the complaint is not attracted. There is no violation of provisions of sec 33 as alleged. The question of filing approval application arises only when the termination is for misconduct. In this case there is no termination of complainant or any allegation of misconduct against him. Hence the question of filing approval application does not arise. The averment that the complainant was paid wages of Rs. 6500/- per month is not correct. He was paid wages by calculating the number of days of his engagement. The averment that there is cessation of service by the opposite party is not correct. It is the complainant who stopped approaching the bank for work. Hence it is not open for him to contend that he and his family members are suffering. The complainant is thus not entitled for any of the reliefs prayed for and hence the opposite party sought for rejecting the complaint.

3. From the above rival pleadings, following points arise for consideration:-

1. ***Whether the complaint is legally and factually maintainable?***
2. ***Whether the Complainant is proved to have been working continuously in the opposite party establishment since 20.12.2015?***
3. ***Whether the complainant is proved to have been discharged / terminated / retrenched / dismissed from service on 12.12.2016 as contended by him?***
4. ***Whether the alleged contravention of the provision of sec 33 of the ID Act is proved by the complainant?***
5. ***Whether the complainant is entitled to get reinstatement to the service with full back wages, continuity of service and ancillary benefits from 12.12.2016 as prayed for?***
6. ***What is the proper Order and Award to be passed in this complaint case?***

4. Either of the parties did not prefer to adduce any evidence in the matter.

5. Heard the oral and written arguments submitted from both sides.

6. **Points no. 1 to 4**:- Since all these points are closely integrated and inter-twined, all these points are discussed together. Alleging contravention of the provisions of sec 33 of the ID Act 1947, the complainant filed

the instant complaint u/s 33A of the Act on the factual averment that the opposite party has not filed any application before this Tribunal seeking permission for retrenching / terminating / dismissing him on 12.12.2016 and not filing any application for approval of their said action. The complainant's case is that he was appointed by the opposite party bank at their Chelur branch continuously from 20.12.2015. He claims that since then he has worked continuously in the said branch on all working days. It is his further case that to his surprise, without giving any prior notice or without assigning any reason, he was asked on 12.12.2016 not to come for work and his services are terminated. The complainant inter alia pleaded that he is an active member in a Union under the name and style Pragathi Grameena Bank Daily Wage Workers Union formed between himself with other coolie workers of the opposite party bank. The said union has raised a dispute for regularization of the service of the complainant and other similarly placed coolie before the Central Government Machinery and the same is registered and pending before this Tribunal as CR 22/2013. It is the case of the complainant that he is directly connected with the said dispute raised by the Union pending before this Tribunal. The disengagement of job on 12.12.2016 according to the complainant tantamount to contravention of the provisions of sec 33 of the ID Act as according to him it happened when the industrial dispute raised by the union for and on behalf of him and the other coolie workers was pending adjudication. According to him the cause for his termination on 12.12.2016 is an alleged stealing and forging of a cheque by him, which the opposite party specifically denied. This gave way for filing this complaint u/s 33A of the ID Act.

7. Oral and written arguments are advanced on behalf of the complainant narrating all these events by his authorized representative.

8. The learned counsel for the opposite party per contra put forth his rival submission that the complainant has never ever rendered any continuous service in the opposite party bank. Instead the bank was in the practice of engaging persons from the locale for attending menial job like sweeping, cleaning and watering when the regular employees are absent or proceed on leave and such persons were paid coolie charges for the same. According to the opposite party, the complainant was also so casually engaged depending on the requirement of the branch as a coolie for doing menial works and such works carried out by him was not regular in nature, but only on need basis. To put it differently, according to the opposite party the engagement of the complainant was not continuous and it was only intermittent.

9. Of course, the event of non-engagement for work said to have happened on 12.12.2016 is apparently during the pendency of CR 22/2013. However the complainant did not prefer to bring home any proof that he was in service in the opposite party bank even on the previous day or anytime there-before in a constant and continuous stretch so as to establish the retrenchment / dismissal / discharge / termination alleged in the complaint. Here it is contextually profitable to quote Sec 33 of the Act:

33. [Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.]

(1)During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before][an arbitrator or] [a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall- (a)in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b)for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, ave with the express permission in writing of the authority before which the proceeding is pending.(2)During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute] [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman] (a)[alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. (3)Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending. Explanation:-For the purposes of this sub-section, a "protected workman ", in relation to an establishment, means a workman who, being] [a member of the executive or other office bearer] [of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.(4)In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent. of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of

one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and recognised as protected workmen.(5)Where an employer makes an application to a conciliation officer, Board,] [an arbitrator, a] [Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass,] [within a period of three months from the date of receipt of such application] [Substituted by Act 46 of 1982, Section 17, for " as expeditiously as possible" (w.e.f. 21.8.1984).][, such order in relation thereto as it deems fit:].][Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit: Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.]

10. Of course by enacting sec 33, the legislature wanted to ensure a fair and satisfactory enquiry of the industrial dispute undisturbed by any action on the part of the employer or the employee likely to create fresh cause for disharmony between them. The legislature visualized that during the pendency of the industrial dispute status quo should be maintained and no further element of discord should be introduced between the employer and the employee. The objective of the provision of sec 33 is to put a ban on the prerogative of the employer in altering the service condition of the employee pending enquiry of the industrial dispute raised by them. The primary principle is that if an Industrial Dispute is raised by a group of workmen acting on their own through their union, the general conclusion is that the all those who sponsored the dispute are concerned in it. However the very factum of raising an Industrial Dispute and pendency of such a dispute in a court of law by an individual employee or a group of employees by itself does not lead to the inference that such an individual who alleges retrenchment from services was a workman in continuous service under the employer, unless proved by concrete evidence. Indeed, Sec 33A stands to the rescue of a workman who alleges alteration or cessation of service by the employer during the pendency of an Industrial Dispute. A regular workman / employee or a casual employee on a continuing basis under an employer who files a complaint u/s 33A certainly stands on a different footing than the one who claims continuity of service as a casual labourer and whose claim is not accepted by the employer.

11. The case on hand portrays the scenario the employer disowns and denies the complainant as its regular daily wager. The alleged retrenchment of service dated 12.12.2016 averred by the complainant is not accepted or recognized by the Oppose Party in the given case. The definite stand of the opposite party is that the complainant had been engaged very occasionally and intermittently on need basis to attend menial works like sweeping, cleaning etc. without touching the routine works in the office. The complainant per contra very particularly pleaded that apart from cleaning in and around the bank office, he was entrusted with the task of assisting customers in making challans for cash / cheque, deposits taking and keeping cash in double lock, writing registers, collecting cash from other banks from the cheques drawn on them, printing passbooks, deposit receipts, writing loan papers, making deposit mobilization, bundling payment slips and day book and such so many tasks. However according to the opposite party all the above works are the routine tasks of the regular employees and not of such casual workers engaged for attending menial jobs. Thus the factual pleadings of the complainant indicate that his engagement in the opposite party bank was not to attend menial labour alone but higher tasks also, as mentioned above. It is while attending such highly responsible tasks in his so called status as MCS / Office assistant (multipurpose) / sub-staff at the Chelur branch of the opposite party continuously since 20.12.2015 that the opposite party has terminated / retrenched his services on 12.12.2016. This factum also the opposite party has emphatically opposed and disputed. According to the opposite party, no such retrenchment or termination has ever occurred nor was there any occasion for that as the bank had not engaged the complainant in such a position at all in work continuously. In this factual background it is the primary duty of the complainant to substantiate that his very entry in the bank was on 09.03.2003 and he continued to perform services in the opposite party bank without any break till 04.09.2014 and again got inducted on 20.12.2015 and continued upto 12.12.2016. The complainant is obliged to prove that he was disengaged from a continuous service on 12.12.2016. Inability to offer menial job on a particular date when there was no requirement to engage a casual labourer to attend such work pleaded by the opposite party does oblige the complainant to substantiate his specific case by adducing reliable and concrete material evidence establishing all the aspects pleaded by him in the complaint. The mere pleading raised by him regarding the prevalence / pendency of an Industrial Dispute and the so called termination or retrenchment of services on 12.12.2016 without bringing home any iota of evidence substantiating the above plea does not bind this Tribunal to accept the case set forth by him as gospel truth and to draw a finding against the opposite party.

12. It is the settled position of law that u/s 33A of the Industrial Disputes Act, the complainant carries the initial burden / onus to prove that the employer contravened sec 33 of the Act and such contravention occurred during the pendency of a dispute, by presenting the facts supported by evidence. Once the complainant discharges his initial burden to establish that he is an employee in continuous service within the parameters of sec 33 of the Act and such contravention occurred as pleaded and proved, the employer must then justify their actions especially concerning alleged dismissal / retrenchment / termination, often leading to the tribunal deciding, if the action was fair and just like any other Industrial Dispute.

13. Here in the given case, the one and only aspect accepted and admitted by the opposite party is the pendency of CR 22/2013 raised by the Daily Workers Union. That by itself does not discharge the onus of proof cast on the complainant to prima facie establish its case. The alleged contravention of service conditions or an illegal cessation of the service of an employee by the employer is not an aspect to be simply inferred by the Tribunal out of nothing but to be very precisely, meticulously and scrupulously proved and established by the aggrieved complainant.

14. Sec 33A is designed to provide an instant remedy to a workman aggrieved by the contravention of sec 33 by filing a complaint before adjudicatory authorities or conciliatory authorities. It is trite that where such a complaint is made to an adjudicatory authority viz. Labour Court / Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it, so that the workman is saved of the botheration of moving the Government for referring this dispute for adjudication.

15. The basic question to be considered by this Tribunal in the complaint on hand u/s 33A is whether there has been a contravention by the employer of the provisions of sec 33 and in the event it is found that there has been a contravention of the provisions, then to embark upon the exercise to adjudicate about the matter so complained of in the complaint on its merit. No written order of termination / retrenchment is produced by the complainant to justify his pleadings. Of course, he averred in the complaint that the termination issued by the opposite party was only oral. If that be so, it should be proved by the complainant that he was in continuous service under the opposite party and was subjected for a termination / retrenchment on an oral order by mounting the witness box. Going by the proceedings underwent in the given case, it is clear that once the statement of objection is filed by the opposite party, the matter was posted for evidence of the complainant and on the repeated request of the complainant, evidence / enquiry was postponed by my learned predecessor by not less than 5 occasions. Then at the whimsical stand of the complainant it is made out that there is no need to adduce evidence and the matter be posted for arguments. In fact, as per law, before giving any relief to the aggrieved employee under the section, the authority viz., this Tribunal has first to determine that the employee was continuously working under the employer and the latter had surreptitiously kicked out him from the job without complying with the mandate u/s 33 of the Act. Hence a contravention of sec 33 is the foundation for exercise of the power u/s 33A of the Act. As already observed and as rightly pointed out by the learned counsel for the opposite party, no reliable proof / evidence is brought on record by the complainant to substantiate that there is contravention of provisions of sec 33 of the Act from the side of the opposite party.

16. In the event if the alleged factum of infraction from the provision of sec 33 is established, the matter has to be very meticulously adjudicated on merit to examine whether the complainant is entitled to get an order of reinstatement. It is trite that even when contravention of sec 33 is established, that does not automatically lead to an order for reinstatement. So, at large, the complainant is at the task to prove and establish the primary elements viz., his status as a daily wage employee under the opposite party coupled with contravention of the provisions of sec 33 by the latter and then his eventual right to get reinstatement to service with equivalent benefits. Determination of all these issues by the legal forum could be possible only when reliable evidence is adduced by the complainant by offering himself for searching cross examination by the opposite party in a full-fledged trial. It is trite that the initial burden lies on the employee to prove that he falls under the definition of a "workman" under the Industrial Disputes Act. If the employee presents a strong prima facie case, the management must then provide evidence to rebut it. Of course, the evidence to be adduced by the person claiming to be an employee must be substantial, often a preponderance of evidence depending on the claim. It is no longer res-integra that the burden of proving the employer-employee relationship primarily rest upon the person who asserts its existence. In a situation where a person asserts to be an employee of the management which the management denies, the duty primarily rests upon the person so asserting to give positive evidence in his favour and discharge his initial burden. At the risk of repetition I say, once such a person has given such a positive evidence in his favour, only then the burden would shift on the management to give evidence to counter such claims, because it is always possible to prove positive facts than a negative. The Hon'ble Supreme Court in **Workman of Nilgiri Co-Op Mkt Society LTD vs. State of Tamil Nadu (AIR 2004 SC 1639**) held that it is a well settled principle of law that the person who is setting up a plea of existence of relationship of employer and employee, the burden would be upon him. Similar view is adopted by the Hon'ble Supreme Court in **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari (2005 (10) SCC 792**). The complainant herein kept aloof from trial feeling shy of an intensive quiz in the witness box. Probably, the complainant might have been misled, misguided or mal-advised not to mount the witness box so as to avoid probable inconvenience of a grilling cross-examination. The net result of such willful avoidance of requisite procedure by the complainant either by himself or as instilled upon him is complete failure of the case projected by him.

17. Extensive argument is advanced on behalf of the complainant with the aid of plethora of legal authorities canvassing for a favorable order of reinstatement with full back wages, continuity of service with regularization and ancillary benefits from 12.12.2016. As could be heard from Learned Counsel for the opposite party, all these wider reliefs sought for by the complainant are the main reliefs claimed in the said case CR 22/2013. By consciously avoiding to give oral or documentary evidence in this case, what is craved for on behalf of the

complainant is to grant the above reliefs even without facing a trial. Granting such reliefs in his favour without providing / supplementing any sort of evidentiary support would tantamount to prejudging the issue raised in the Industrial Dispute case CR 22/2013 in a very shortcut method.

18. Argument is advanced on behalf of the complainant placing reliance upon the verdicts of the Hon'ble High Court of Gujarat in **Gujarat State Electricity Corporation LTD vs. Bhimrao Aagete (LPA 177 / 2016 dated 06.03.2018), Kalavatiben Prabhakar Patil and others vs. Managing Director (C/SCA/3189/2020 dated 17.01.2022)** that while deciding a complaint u/s 33A it is not obligatory for the workman to prove that he had worked for 240 days. Those rulings in fact do not indicate that the complainant is not at all under obligation to substantiate his basic status under the opposite party to justify the case put forth.

19. In the peculiar facts and circumstances of the case and the very casual manner in which it is manned by the complainant, the plethora of rulings relied upon by him viz., **Hindustan Lever LTD vs. Ram Mohan Roy and others (AIR 1973 SC 1156)** by the Hon'ble Apex Court, **Management of Karur Vysya Bank LTD vs. Presiding Officer, Industrial Tribunal (2007 II LLJ 459)** by the Hon'ble High Court of Madras, **M M Narayana vs. KSRTC (AIR 2012 (4) KAR R 518)** and **Karan Kumar vs. Divisional Controller KSRTC (WP 203333/2019 dated 13.07.2023)** by the Hon'ble High Court of Karnataka and **Deutsche Lufthansa AG vs. Nayan Pahwa & others (2025 INSC 998)** by the Hon'ble High Court of Delhi are not of any help to the complainant as in all those cases non-compliance of the provisions by the respective employers are relating to regular employees on its payroll. Among the cases noted above, the case of **Karur Vysya Bank LTD, MM Narayana and Karan Kumar** are related to the actions initiated by the respective employers based on misconduct / misdemeanor of the respective regular employees in respect of which approval applications were not submitted by the employers. In the given case though the complainant preferred to contend that his so called retrenchment / termination was pursuant to an alleged theft and forging of the cheque leaf of a customer, which factum the opposite part denied and disowned, he did not prefer to bring home any reliable evidence to substantiate the said plea. In **Hindustan Lever's** case also, the complainants were the regular employees of the employer establishment. In principle, the fact situations contained in the afore-quoted ruling do not have any application to the case on hand.

20. Before parting, it is worthy to pen down that in order to avail the relief provided u/s 33 of the Act, firstly the aggrieved party should prove himself to be a workman within the definition of u/s 2(s) of the Industrial Disputes Act and there exists employer-employee relationship between the contesting parties. In conclusion of the afore-discussion, I find that the complainant has miserably failed in substantiating his own case. He equally failed in refuting / negating the contentions raised by the opposite party that he is only a coolie engaged on need and requirement basis without continuity and frequency and hence not governed by any rules and regulations of the bank. So also the complainant further failed in successfully controverting the rival contentions of the opposite party that there is no employee-employer relationship between himself and the opposite party or that he was not engaged by the latter against a sanctioned post. The deliberate refusal, negligence or avoidance to prove and establish a genuine and reliable case by tendering requisite evidence has led the complainant to face a total failure in the given case and for an eventual dismissal of the complaint. With this view, these points are answered accordingly.

21. **Point No. 5**:- In view of the findings on point no. 1 to 4, it is held that the complainant is not entitled for any reliefs sought for in this complaint.

22. Point no. 6:- In the result the following award is passed.

AWARD

The Complaint no. 02/2017 is dismissed.

K P INDIRA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2026

का.आ. 30.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (46/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-I)-23]

सलोनी, उप निदेशक

New Delhi, the 16th January, 2026

S.O. 30.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. 46/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-23]

SALONI, Dy. Director

ANNEXURE

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

(Present:- Mr. Kamal Kant, Presiding Officer).

ID No. 46/2024

Registered on:-11.12.2024

Ajay Kumar Arya (Deputy Secretary) SBISA (State Bank of India Staff Association) Branch Unit Nraingarh Branch (00614)

-------- Workman

Versus

Chief General Manager, State Bank of India, Chandigarh Circle, Local Head Office, Sector 17, Chandigarh-160017

----Management

Present:- Workmen in person.

Sh. Azad Singh, Deputy Branch Manager, AR for management.

Award : 03.12.2025

Central Government vide Notification No.7(S-05)/2024/ALK dated 27.11.2024, under sub-section (5) of Sewction 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"Whether the management of State Bank of India, Ambala was engaged in unfair labour practice by transferring the workman on ground of misbehavior?"

1. The case is fixed for filing written statement on behalf of management. However today, workman moved an application stating there that he would like to withdraw this matter in mutual consent with his management and will sort out this matter with discussion with the management and requested to close this matter.

2. In view of the above mentioned application moved by workman, 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, 16 जनवरी, 2026

का.आ. 31.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (07/2017) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-I)-24]

सलोनी, उप निदेशक

New Delhi, the 16th January, 2026

S.O. 31.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 07/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-24]

SALONI, Dy. Director

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh

(Present:- Mr. Kamal Kant, Presiding Officer).

ID No. 07/2017

Registered on:-05.07.2017

Sh. Baljit Singh S/o Sh. Mahabir Singh, Mohalla Mullu Pura, VPO Koshli, Distt. Rewari (Haryana)

-------- Workman

Versus

1. The Branch Manager, State Bank of India, Koshli, Distt. Rewari.

2. The Regional Manager, State Bank of India, Region-7, Regional Business Office, Rewari (Haryana).

----Respondents

Present:- Sh. S C Gupta, AR for workmen.

Sh. S K Gupta, AR for respondent no.1 & 2.

Award :08.12.2025

1. Workman Sh. Baljit Singh has filed the present application directly under Section 2(A)2 of the Industrial Dispute Act, 1947 (hereinafter called as the Act) against his termination on 19.01.2015 and praying his reinstatement into service with full back wages with continuity in service with all consequential benefits.

2. The brief facts related to the case are that the workman was appointed by the manager of State Bank of India, Koshli as peon w.e.f. 12.07.2009 after completing all formalities and after verifying the bio data submitted by him. The Branch Manager assured him that his services would be made permanent and he would be paid full salary and allowances as to be paid to the other permanent peon in the bank with all benefits applicable to the post of peon as per the service conditions. He was not paid full salary by the branch manager rather a consolidated amount of salary was paid per month. He requested many times to the concerned branch manager for regularization of his services and payment of full salary also. The workman continued working as peon as well as messenger till 19.01.2015.

3. The respondents terminated his services without disclosing any reason without one month notice or pay in lieu of notice and without payment of any retrenchment compensation, though he has completed more than five years continuously w.e.f. 12.07.2009 to 19.01.2015 without any break and put in more than 240 days of service prior to date of his termination. Thus, violated the provisions of Section 25F of the Act.

4. The respondents also violated the mandatory provisions of Section 25G and 25H of the Act, as juniors have been retained in service and fresh hands were engaged by the respondents.

5. The work and conduct of the workman remained above board during his entire service and there was no complaint against him. He used to work about 10 hours daily from 8 AM to 5:45 PM on all working days from Monday to Friday and from 8Am to 3:45 PM on Saturday. He was performing all sort of duties, which were to be performed by a regular employee, yet he was deprived of all kind of leave, leave travel concession, encashment of leave and medical facility and all other benefits, which are available to the regular/permanent employees of the bank.

6. The workman raised a demand notice regarding his illegal termination from the service by the respondents before the Assistant Labour Commissioner (Central) Karnal and upon failure of conciliation proceedings, he filed the present claim. It is prayed that he be reinstated in service with full back wages with continuity in service and consequential benefits from 19.01.2015 onwards.

7. Notice of claim was given to the respondents, who filed reply thereof maintaining therein that there is no relationship of employer and employee between the workman and respondents. The workman was never appointed by the respondent as peon as alleged. There is no post of peon in the bank. The services of applicant were availed by the branch manager as a casual labour from time to time on requirement basis. The workman was engaged for the first time on 12.07.2009 as daily wager. The workman was never assured by the manager that he will be made permanent as there was no post of peon. One Smt. Anita W/o Sanjay of Kosli was an employee of Care Enterprises, who has been outsourced by the bank for cleaning the bank premises. The workman was not entitled for regular salary and was paid at daily rates for the number of days for which his services were availed by the branch. The workman was disengaged when the casual work was not needed. The workman was never appointed by the bank on regular, adhoc or temporary basis, hence the provisions of the Act are not attracted in case of workman. The workman did not work

continuously and has not completed 240 days of service prior to date of his termination. No notice pay and compensation is required to be paid to the workman as prescribed under Section 25F of the Act. It is prayed that the claim may be answered in favor of the respondent and against the workman.

8. A replication was also filed by the workman rebutting the respondents as has been stated in the written statement.

Evidence of workman:-

9. In order to prove his case, the workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and was cross examined by the AR for respondents. The AR for workman closed the evidence on behalf of workman on 18.12.2019.

Evidence of respondents:-

10. The respondents examined Sh. Pankaj Yadav, Branch Manager, State Bank of India, Kosli and tendered into evidence his affidavit Ex.MW1/A and was cross examined by the AR for workman. The AR for respondents closed the evidence on 26.10.2023 and the case was fixed for arguments.

11. During the recording of evidence, workman summoned the record pertaining to his case and respondents placed on file various documents, which are having 316 pages.

Arguments by parties:-

12. While arguing the case, AR for workman contended that branch of Kosli was opened on 12.07.2009 and the workman was engaged on that very day by the branch manager and worked as such till 19.01.2015 without any single break as is clear from the record produced by the respondents. Workman was paid salary firstly @Rs.4500/- per month and later on @Rs.5500/- per month till August, 2014. Services of the workman were terminated on 19.01.2015. The workman was not paid salary for the period 09/2014 to 12/2014 and he filed application before the Labour Conciliation Officer and he was paid the salary from 09/2014 to 19.01.2015 vide Cheque no.396321542 dated 21.07.2015 amounting Rs.30721/-, which include Rs.25371/- as salary for the period 09/2014 to 19.01.2015 @5500/- per month and Rs.5350/- as local collection and conveyance charges from 08.11.2014 till 19.01.2015. Thus it is proved that workman worked continuously from 12.07.2009 till 19.01.2015 and he was not paid retrenchment compensation and salary of one month in lieu of notice, which is violation of Section 25F of the Act and even letter dated 08.01.2015 was written by the Chief Manager to the Branch Manager maintaining therein that fresh workman be employed through contractor, which is in violation of Section 25G of the Act.

13. Even it has been admitted by Sh. Pankaj Yadav MW1 in para no.5 of his affidavit that Smt. Anita W/o Sh. Sanjay of Kosli has also been outsourced in place of the workman. AR for workman placed reliance upon judgment of Division Bench of Hon'ble Himachal Pradesh High Court in ***LPA No.258 of 2012 State Bank of India and another versus Puja W/o Sh. Makhan Singh*** in which the Hon'ble High Court has granted relief to the workmen by reinstated him along with back wages. Thus, AR for the workman contended that workman be reinstated with full back wages.

14. On the other hand, AR for respondents contended that the workman was purely engaged on daily wage basis and he was not entitled for regularization and was not required to give any notice under Section 25F of the Act being daily wager. However, it is submitted that he has worked 240 days prior to his termination. He also contended that since workman was purely on daily wages, he was not entitled for reinstatement with back wages. To support this view, he placed reliance upon case law titled as ***Jasbir Singh Vs Haryana State Agriculture Marketing Board, 2009(3) SCT 790*** and ***District Development Officer & Anr. V/s Satish Kantilal Amrelia, Civil Appeal Nos. 19857-19858 of 2017; decided on 28 November , 2017***.

Findings:-

15. I have given due consideration to the arguments advanced by AR for both the parties.

16. First this Tribunal is to decide is whether the workman comes within the definition of "workman" as is defined in Section 2(s) of the Act. It is mentioned here that applicant was in service of bank w.e.f. 12.07.2009 and continuously worked till 19.01.2015 as peon. This fact has been admitted by Mr. Pankaj Yadav MW1 in his cross examination in his affidavit that services of the applicant were availed by the branch manager as casual labour for menial jobs from time to time on requirement basis of the branch and he was engaged for the first time on 12.07.2009 as daily wager. Thus workman was not performing the work of regular employee. Even this witness in his cross examination has admitted that workman was engaged on 12.07.2009 in Kosli Branch of SBI. He has also admitted that entries regarding payment of wages on pages 174 to 176 are correct. It is an admitted fact that there was no peon working with the bank and applicant/workman was doing the work as daily wager. In plain words, from the adduced evidence, it emerges that he was performing his duty as labourer of unskilled workers. He was not in supervisory or administrative post requiring him to perform only administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh V/s Municipal Council,***

Sanaur AlR 2011 Supreme Court 2532, has observed as follows:-

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

17. Thus, Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time or a person appointed on contract basis. There is nothing in employee plain language of Section 2(s) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed temporary, part time or contract basis or daily wager on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion, the claimant herein admittedly falls within the definition of 'workman' under Section 2(s) of the Act.

18. Workman has claimed that at the time of his removal, he was getting Rs.5500/- per month and he had worked 240 days prior to his termination. As per record placed on file by the respondent, a perusal of page no.176 and 177 reveals that workman was paid Rs.5000/- and Rs.5500/- as salary, details of which are as under:

Sr. No.	Month	Salary paid (in Rupees)
1.	January 2014	5000/-
2.	February 2014	5000/-
3.	April 2014	5500/-
4.	May 2014	5500/-
5.	June 2014	5500/-
6.	July 2014	5500/-
7.	August 2014	5500/-

and thereafter he was paid salary from 09/2014 to 19.01.2015 vide Cheque no.396321542 dated 21.07.2015 amounting Rs.30721/-, which include Rs.25371/- as salary for the period 09/2014 to 19.01.2015 @5500/- per month and Rs.5350/- as local collection and conveyance charges from 08.11.2014 till 19.01.2015. Thus, it emerges that prior to his termination from 19.01.2015, he worked 240 days continuously.

19. Admittedly, the respondent is an industry and there was non- compliance of Section 25-F of the Act and as per record, the workman had worked intermittently during the period 12.07.2009 till 19.01.2015 and in place of him as per affidavit of MW1, Smt. Anita W/o Sanjay of Kosli was an employee of Care Enterprises which has been outsourced by the bank for cleaning the bank premises. Thus, there was violation of Section 25G of the Act.

20. Admittedly, the respondent is an industry and there was non- compliance of Section 25-F of the Act. The workman has already been able to prove that she worked continuously for a period of 240 days prior to her termination of her services by respondent on 16.11.2017. It is proved as per statement of Mr. Mohit Dalak, MW1. It is added here that the applicant worked as daily wager w.e.f. 12.07.2009 till 19.01.2015 casually. Admittedly, in this case, applicant was not paid retrenchment compensation as per Section 25F of the ID Act and in place of him, Smt. Anita W/o Sanjay was engaged. Thus, there was violation of Section 25F and 25G of the ID Act.

21. Admittedly, there is violation of Section 25F of the Act and in view of the judgment of Hon'ble Apex Court in ***Bharat Sanchar Nigam Ltd.Vs Man Singh, 2012(1) SCT 641***, it is not necessary that relief of reinstatement has to be given as a matter of right. Reliance can also be placed upon ***Jasbir Singh Vs Haryana State Agriculture Marketing Board (supra)***, under which it has been held that in the legal position and the Court had recent past, there had been a shift in consistently taken the view that relief by way of reinstatement with back wages is not automatic and may she wholly inappropriate in a given fact situation, even though termination of an employee was in

contravention of the prescribed procedure. Compensation instead of reinstatement was held to be the prudent relief to meet the ends of justice. Moreover, Hon'ble Supreme Court of India in case titled as ***District Development Officer & Anr. V/s Satish Kantilal Amrelia (supra),*** has held as follow:

> *"that the reasons for denying the relief of reinstatement in such cases are obvious, It is trite law that when the termination is found to be illegal because of non-payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation. Since such a workman was working on daily-wage basis and even after he is reinstated, he has no right to seek regularization. Thus he cannot claim regularization and he has no right to continue even as daily-wage worker, no useful purpose is going to be served in reinstatement such a workman and he can be given monetary compensation by the Court itself inasmuch as if he is terminated again after reinstatement, he would receive monetary compensation only in the form of retrenchment compensation and notice pay. In such a situation, giving the relief of reinstatement, that too after a long gap, would not serve any purpose".*

In view of facts discussed above workman entitled for compensation as he was working on temporary basis intermittently.

22. Since the workman has stated in his claim that he worked as peon with the management and was getting Rs.5500/- per month and was appointed by the Branch Manager. In this regard, it is pertinent to mention here that Branch Manager is not appointing authority for appointing the workman. He was not given any appointment letter and was daily wager and was not appointed on substantive post.

23. As regards case law ***State Bank of India and another versus Puja W/o Sh. Makhan Singh(supra)*** cited by AR for workman is concerned, in that case, bank has concealed facts from the court and has pleaded incorrect stand before the court and was held to practicing unfair labour practice. Under these circumstances, the workman was given reinstatement. Extract of relevant para 15 of the judgment in above case is reproduced as under:-

> *15. Analyzing the facts of instant case, in light of the exposition of law discussed hereinabove, it can safely be held to be falling in the zone of exception. The bank being a public sector undertaking was expected to place on record true and correct facts. The stand of the bank that workman was not its employee and also having been deployed casually, as noticed above, is belied by record and proved otherwise. Considering the incorrect stand having been taken by the bank, there is no hesitation to infer unfair labour practice having been applied by the bank.*

24. But in the present case, there is no concealment of the facts by the respondent bank. Rather, bank has categorically held that workman has worked as daily wager with the bank casually on requirement basis and thus under these circumstances, the case of workman is entirely different from the case of ***State Bank of India and another versus Puja W/o Sh. Makhan Singh (supra)*** relied upon by the AR for workman. Moreover, Hon'ble Supreme Court in catena of judgment has held that relief by way of back wages is not automatic and compensation instead of reinstatement was held to be the prudent relief to meet the ends of justice.

25. In view of legal position discussed above, this Court is of the considered view that the workman herein was not holding a regular or permanent post nor he was recruited against the post in a regular manner. In such circumstances, it is appropriate to grant reasonable compensation instead of reinstatement with back wages.

26. As such, having due regard to the facts and circumstances, an amount of Rs.2,00,000/- (Rupees Two Lacs) appears to be reasonable to which the workman is entitled. In case, the amount of Rs.2,00,000/- (Rupees Two Lacs) not paid within one month from the date of publication of the award, the workman is held to be entitled to 6% interet from the date of award till payment. File after completion be consigned to the record room.

27. 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, 16 जनवरी, 2026

का.आ. 32.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (69/2021) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-01]

सलोनी, उप निदेशक

New Delhi, the 16th January, 2026

S.O. 32.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/2021*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-01]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 69/2021

Ref No.K-10/1-4/2021-IR Dated: 27.05.2021

Shri Ashish Yadav

S/o Shri Jagannath Yadav,

643-A/33,PaltanChawni, Aliganj,

Lucknow-226021. **……...Appellant**

Versus

The Assistant General Manager, Indian Bank

(formerly known as Allahabad Bank) Staff College,

Sector 21, Ring Road, Indira Nagar Lucknow - 226016.

The Proprietor, M/s R.K.Associates,

631/106,Ajay Nagar, Surendra Nagar,

Lucknow-226028. **……..Respondent**

AWARD

By order No.K-10/1-4/2021-IR Dated: 27.05.2021, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

> *"Whether the action of management of Indian Bank Staff College, Lucknow in terminating the services of Shri Ashish Yadav S/O Shri Jagannath Yadav, Receptionist w.e.f. 01.07.2020 who was engaged through contractor M/s R.K.Associates, without following the provisions of Section 25 F of I.D. Act, 1947, is Legal and justified? If not, to what relief the workman is entitled to and from which date?*

Accordingly, an I.D. Case No. 69/2021 has been registered.

Thereafter claimant/workman filed a claim statement on 27.05.2021.

Shri SK Shukla Advocate on behalf of respondent file written statement on 22.04.2022, to which rejoinder affidavit has been filed on 24.11.2022.

Thereafter workman filed his evidence on affidavit (Examination in Chief) on 07.06.2023.

From the perusal of the record it transpired that in spite of repeated opportunity given to the workman, Shri Ashish Yadav who has filed evidence on affidavit (Examination in chief) does not turn up for his cross examination.

So by order dated 14.03.2024, right to get him cross examine (Shri Ashish yadav/workman) was closed.

Thereafter on 22.11.2024, an application moved for recall of the order dated 14.03.2024, supported by affidavit, titled as *"APPLICATION FOR RECALL OF ORDER DATED 14.03.2024".*

Further time was granted to the claimant/workman to press the same.

However none appeared on behalf of workman to press the same, so by order dated 23.01.2025, application for recall of order dated 14.03.2024, moved on 22.11.2024 by claimant/workman was rejected.

Further perusal from record the position which emerged out, on 03.10.2025 the matter was fixed for ex parte hearing and notice was send to claimant/workman.

As none appeared on behalf of the workman, so the matter was adjourned and one more opportunity was granted to

workman, and matter was fixed for ex parte hearing on 25.11.2025, notice was send to him.

In spite of the said facts i.e. service of the notice for proceeding ex parte, today when the matter listed for hearing, none appeared on behalf of the workman.

Shri SK Shukla learned counsel for respondent has appeared.

I have heard Shri SK Shukla Advocate for respondent and perused the record.

Keeping in view the above said facts, this is a case of no evidence because worker did not cross examined himself on the evidence filed by him on affidavit (examination in chief) so the same in not proved as per the relevant provision Evidence Act, so keeping the said facts and the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

> *"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

> *"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."*

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co- operative Bank Ltd. 2010 (126) FLR 519**; wherein it has been held as under:

> *"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

AWARD

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

06th January, 2026.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 16 जनवरी, 2026

का.आ. 33.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **यूको बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **भुवनेशवर** के पंचाट (18/2017) प्रकाशित करती है।

[सं.एल-12012/06/2017-आई.आर.(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 16th January, 2026

S.O. 33.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/2017*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bhubaneswar* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12012/06/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR

COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-Labour

Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 18/2017

Date of Passing Award – 26th November, 2025

Between:

The Branch Manager,

UCO Bank, Bagedia Branch,

At./Po. Bagedia, Dist. Angul, Odisha.

… 1st Party-Management.

(And)

Smt. Kalpana Pradhan,

At. Tentulikhandahata, Po. Kishore Nagar,

Sub. Div. Athmalik, Dist. Angul, Odisha.

… 2nd Party-Work-Woman.

Appearances:

Sri Subrat Mishra, … For the 1st Party-Management.

Advocate.

Sri Amar Sahoo, … For the 2nd Party-Work Woman.

Advocate.

AWARD

The Government of India in the Ministry of Labour &Employment in exercising its power conferred under clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred a dispute between the Management of UCO Bank, Begedia Branch and allegedly its workmen vide letter No. L-12012/06/2017 – IR(B-II), dated 20.03.2017 for its adjudication and the schedule of the reference is as follows:-

> "Whether the action of the management of UCO Bank, Bagedia Branch, Dist. Angul, Odisha in terminating Smt. Kalpana Pradhan w.e.f. 19.01.2016 without assigning any reason and without following the provisions of I.D. Act, 1947 is legal & justified? If not, to what relief the workman is entitled to?"

2. The case of the 2nd party-work woman as per her statement of claim is as follows:-

That, her husband late Saudagar Pradhan was a sub-staff of the Bagadia Branch of UCO Bank and he died on 24.03.2010. Thereafter she was employed as a daily labourer since 26.04.2010 and she was assured for her regular employment. She was discharging her duties continuously in the Bank but on 19.01.2016, the Branch Manager of

Bagadia branch of UCO Bank had terminated her services without any prior notice resulting financial loss and mental agony. Thereafter she approached the A.L.C.(Central), Angul and on failure of conciliation the matter was referred to as a reference to this Tribunal for adjudication. The action of the Management, Branch Manager, UCO Bank is highly illegal and arbitrary as it had been terminated her services without any notice or retrenchment benefit.

A prayer has been made to pass an award declaring her retrenchment by the Management of UCO Bank as null and void with a direction to reappoint her with full back wages.

3. The 1st Party-Management through the Branch Manager, UCO Bank, Bagadia Branch has appeared and filed written statement.

4. The case of the 1st Party-Management as per its written statement is as follows:-

That, the 2nd party is not a "workman" of the management-Bank and there was no "employer and employee" relationship existed between the Management with the 2nd Party-work-woman at any point of time, so there is no industrial dispute exists in this case. The 2nd party is not a workman within the meaning of Section 2(s) of the Industrial Disputes Act, so the present reference is bad in law. The services of the 2nd party-work-woman Smt. Kalpana Pradhan was availed in the Bank as occasionally on as and when basis so it cannot be decided how many days she had worked in the Bank. Moreover, the Bank has never issued any appointment letter or termination letter to the workwoman, so the compliance of Section 25-F of the I.D. Act does not arise in this case. She had never completed continuous service in the Bank for more than 240 days in a year preceding to her termination. The 2nd party workwoman after the death of her husband had approached the Branch Manager of the Bagadia Branch of UCO Bank for providing her some part time miscellaneous work and the Branch Manager on humanitarian ground offered her some miscellaneous work as and when required. The 2nd party-work-woman was not an employee of the Bank so she had not marked her presence in the attendance register and she had never worked continuously in any year of her contractual engagement continuously and uninterruptedly. The Management-Bank is not under any obligation to serve any notice and no illegal & arbitrary action had been taken by the Management against her.

A prayer has been made by the 1st Party-Management to dismiss the claim of the 2nd party-work-woman as she is not entitled for any relief.

5. The 2nd party-workman has filed rejoinder to the written statement filed by the 1st Party-Management denying all the averments made by the 1st Party-Management.

6. On the basis of the pleadings of both the parties following issues are framed.

ISSUES

i) Whether the reference is maintainable?

ii) Whether any action of the management of UCO Bank, Bagadia Branch, Dist. Angul, Odisha in terminating Smt. Kalpana Pradhan w.e.f. 19.01.2016 without assigning any reason and without following the provisions of I.D. Act, 1947 is legal & Justified?

iii) If not, to what relief the workman is entitled to?

7. The 2nd party-workman has examined only one witness. She is the workwoman herself Kalpana Pradhan as W.W.-1 and she has proved the following documents which are marked as hereunder:-

Ext.-1 – Copy of the application filed by the applicant before the A.L.C©, Angul.

Ext.-2 – Copy of the Statement of claim.

Ext.-3 – Copy of representation to the Management by the applicant on dated 03.02.2016.

Ext.-4 – Copy of the request letter to the concerned B.M., UCO Bank, Bagadia Branch, Angul.

Ext.-5 Series – Copies of the payment receipts.

Ext.-6 – Copy of the death certificate of Late Soudagar Pradhan husband of the 2nd Party-workman.

Ext.-7 – Copy of the HSC pass Certificate issued by the BSE, Odisha, Cuttack in favour of the 2nd Party-Workman.

Ext.-8 series – Copies of the Debit vouchers.

Ext.-9 series – Copies of the vouchers entry register containing entries from January, 2010 to January, 2016,

8. On the other-hand the 1st Party-Management has examined only one witness. He is Ashish Kumar Behera Asst. Manager, UCO Bank, Bagadia Branch of Angul.

9. In course of his evidence he has proved the following documents which are marked as :-

Ext.-A – Copy of the representation of the work-woman dated 04.05.2011 for placement under rehabilitation.

FINDINGS

ISSUE NO. I & II

10. Both the issues are taken up together for the sake of convenience.

11. At the outset of discussions it is required to mention here that it is an admitted fact that late Saudagar Pradhan, husband of the 2nd party-work-work-woman was a sub-staff of the Management-Bank at Bagadia Branch and he died on 24.04.2010. Further it is also admitted fact that after the death of late Saudagar Pradhan his wife 2nd party workwoman was engaged by the Management-Bank occasionally as and when basis.

12. It is the case of the 2nd Party-workman that after the death of late Saudagar Pradhan, his wife Kalpana Pradhan was employed as a daily labourer since 26.04.2010 till 19.01.2016. However, the 1st Party-Management has denied that the 2nd party-work-woman was engaged on daily wage basis regularly.

13. Now in the light of the above discussions, the Tribunal thinks it proper to discuss the oral and documentary evidence available in the record.

14. The most competent witness in this case is W.W.-1. Smt. Kalpana Pradhan who has fully supported her case in the evidence. She has categorically deposed that she was employed as a daily l abourer with effect from 26.04.2010 on post of her husband under the Management and she performed her duty continuously and uninterruptedly under the 1st Party-Management till the date of her illegal termination. She has also stated that during her service tenure her work was fixed from 9.30 A.M. till closure of the Bank and she was paid monthly salary by the Management on the first week of the subsequent month by signing on cash vouchers on the head of wage of casual labourers. She has also stated that while receiving payments of monthly wages she had signed at the back side of the cash voucher in respect of token of receipt of her wages. She has also stated that after the death of her husband she was allowed by the Bank authority to work in place of her husband and she was discharging all the duties what her husband was doing. She has further stated that she had discharged her duties by sorting of daily vouchers by entering total number of vouchers in the register provided by the Bank authority on date-wise and supplied necessary forms to the customers. She has also stated that she had discharged her duties on the direction of the Bank authority. She has further stated that she had continuously discharging her duties uninterruptedly and performed her duty from 26.04.2010 till 19.01.2016 under the 1st Party-Management but she had been terminated from the services without assigning any reason and without giving any prior notice, so she was illegally terminated from her services. She has also deposed that she had raised the dispute before the labour authorities and on failure of the conciliation proceeding the present reference arose. She has proved the documents which are marked as Ext.-1 to Ext.-9.

In the cross examination she has stated that after the death of her husband she was paid around Rs. 35,000/- towards the death benefit of her husband. She has also deposed that on 04.05.2011 she has made representation to the Zonal Manager, Sambalpur for her rehabilitation appointment as she was working for a long period on daily wage basis. She has also deposed that she used to sign on each voucher when salary was paid to her and she had worked in the same capacity in the branch when her husband was alive. She has also deposed that she was not engaged in the branch in January 2010 to 25.04.2010. She has also deposed that she had collected the documents on the instruction of the Branch Manager. She has denied the fact that the assertions made in Para-6, 7 and 8 of the affidavit evidence were baseless and false and the assertions made in Para-5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 18 and 19 in the affidavit evidence were beyond the pleadings. She has denied the suggestion that she was not a workman of the 1st Party-management and there was no employee and employer relationship between the Management and her.

15. The Management witness No. 1 Sri Asish Kumar Behera who is the Assistant Manager of UCO Bank, Bagadia Branch has deposed that the services of the 2nd party-workwoman Smt. Kalpana Prahan was availed by the Bank occasionally on as and when basis and it cannot be said that that how many days she had worked in the branch and how many days she had worked for other organization. He has also deposed that Smt. Kalpana Pradhan was not an employee of the Bank and neither any appointment letter nor termination letter was issued to her. He has further stated that the 2nd party-work-woman had never made any application for her appointment or engagement in the Bank and the documents which are marked a Ext.-1, 2 3 & 4 are forged and created document for the purpose of this case. That the 2nd party-woman had never rendered continuous service in the Bank for 240 days in any calendar year preceding of her termination, so the provisions of Section- 25 of the I.D. Act is not applicable. He has further deposed that on the death of husband of the 2nd party-workwoman, she approached the Branch Manager and considering her request she was offered some miscellaneous job as and when required. He has also deposed that the disputant workwoman had never worked continuously and uninterruptedly for 240 days preceding to the date of her alleged termination. He has also stated that the disputant work-woman had submitted a representation on 04.05.2011 to the Zonal Manager, Sambalpur for her placement on the ground that she was doing some part time work in the branch since 11.06.2010. He had also stated that the Management is not under any

obligation to serve any notice and there is no illegal and arbitrary action against the 2nd party workwoman. He has proved the photocopy of the representation of the workwoman dated 04.05.2011 which is marked as Ext.-A.

In the cross examination he has deposed that he has no direct knowledge about engagement and disengagement of the workwoman at the Bagadia Branch. He has further stated that after going through the written statement filed in this case and the other documents I am deposing before this Tribunal. He has also deposed that he had no knowledge and he had not gone through the documents showing how many days the workwoman had worked for any other organization. He has also deposed that on the basis of earlier affidavit filed by the Management he can say Ext.-1 to Ex.-4 are forged and created for the purpose of this case. He has also deposed that nothing has been mentioned in the written statement of the Management regarding letter of the representation of the workman dated 04.05.2011. He has denied the suggestion that Smt. Kalpana Pradhan was not working since 26.04.2010 to 18.01.2016.

16. Now coming to the documentary evidence of the work-woman it appears that Ext.-4 is a request letter submitted to the Branch Manager, Bagadia Branch of UCO Bank, Angul for considering her case as she was working as a daily wager employed since 2010 after death of her husband. Further Ext.-5 series are the vouchers containing 41 sheets showing payment of coolie charges and on the back of it the name of the work-woman Smt. Kalpana Pradhan was mentioned. Ext.-8 series are the debit vouchers for the period 2011, 2012 showing payment and on the back of the said debit vouchers there is signature of the work-woman Smt. Kalpana Pradhan showing payment in cash. Ext.-9 series are the copies of the vouchers entry register containing entries from January, 2010 to January, 2016. However, the Management has proved the representation of the work-workman Smt. Kalpana Pradhan which is Ext.-A for her placement under the rehabilitation in which it has been mentioned that she was doing some job as part time in banking hours since 11.06.2010.

17. At this stage, it is important to mention here that the definition of workman has been defined U/s 2(s) of the Industrial Dispute Act, 1947 (14 of 1947) which reads as follows:-

> "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-
>
> (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
>
> (ii) who is employed in the police service or as an officer or other employee of a person, or
>
> (iii) who is employed mainly in a managerial or administrative capacity, or
>
> (iv) who, being employed in a supervisory capacity, draws wages exceeding (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

18. It is relevant to mention here that the Hon'ble Supreme Court in a case as reported in 2011 LAB. I. C. 2799 (S.C) has been pleased to observe as follows:-

> "14. It is apposite to observe that the definition of workman also does not make any distinction between full-time and part-time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.
>
> 15. Whenever an employer challenges the maintainability ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of 'workman".

19. Now in this case there is a consistent oral and documentary evidence on behalf of the 2nd party-workman that she was working as a daily wage employee in the Bagadia Branch of UCO Bank at Angul since 26.04.2010 after death of her husband. Moreover Ext.-5 series and Ext.-8 series show payment of wages to the work-woman and receiving of the same after making endorsement on the back side of the payment vouchers as well as debit vouchers. Further, it is the admission on behalf of the Management that the services of the 2nd party-workwoman Smt. Kalpana Pradhan was availed by the Bank occasionally as and when basis.

20. In view of the above discussions and in view of the decisions of the Hon'ble Supreme Court as

discussed (supra) the Tribunal finds and holds that the concerned workman Smt. Kalpana Pradhan was a work-woman under section 2(s) of the I.D. Act and there is an industrial dispute.

21. At this stage, it is required to mention here that the there is consistent oral and documentary evidence of the W.W.-1 Smt. Kalpana Pradhan that she had worked under the 1st Party-Management since 26.04.2010 to 19.01.2016 which is more than the 240 days in a calendar year. However, the M.W.-1 in his evidence has denied that the 2nd party-workwoman had discharged her duties in the Bank continuously for 240 days in a calendar year.

22. In this regard it is relevant to mention here that the Ext.-5, shows that 2nd Party-workwoman Smt. Kalpana Pradhan had received her payment through vouchers by the 1st Party-Management for the period 2011-2012 and onwards. Further Ext.-8 also shows that she had been paid through debit vouchers for the period 2011-2012 and there-after the payment made through vouchers. Ext.-5 & Ext.-8 establishes the fact that the 2nd party work-woman was working under the 1st Party-Management otherwise why the 1st Party-Management had made payment to her through vouchers. After making calculations of the period it appears that the 2nd party-workwoman Smt. Kalpana Pradhan had worked for more than 240 days in a calendar year.

23. Further when the 2nd party-workwoman has raised that she had worked for 240 days in a calendar year then the burden of proof lies on the Management to disprove that she had not worked for more than 240 days in any calendar year. However, the Management has proved Ext.-A which is a representation submitted by the workman in which it has been categorically mentioned that she had been working in the Bagadia branch of UCO Bank, Angul since 10.06.2010.

24. In view of the above discussions the Tribunal finds and holds that the 2nd party-work woman Smt. Kalpana Pradhan had worked under the 1st Party-Management-Bank for more than 240 days in each and every calendar year and she had been terminated from service with effect from 19.10.2016.

25. It is relevant to mention here that the word retrenchment has been defined U/s. 2(oo) of the I.D. Act, the definition of Continuous service has been mentioned u/s 25-B of I.D. Act and the Condition Precedent to Retrenchment have been mentioned U/s 25-F of I.D. Act.

Section 2(oo) of the I.D. Act reads as follows:-

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

(a) Voluntary retirement of the workman; or

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

(bb) Termination of the service of the workman as a result of the non-renewal of contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) Termination of the service of a workman on the ground of continued ill-health.

25-B. Definition of continuous service – For the purpose of this Chapter,-

(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

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

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

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

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

(b)……..

Section 25-F of the Industrial Dispute Act reads as follows:-

25-F 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.)

26. In this case it has been held earlier (supra) by this Tribunal that the concerned work-woman Smt. Kalpana Pradhan had worked in the Bagadia Branch of UCO Bank, Angul since 26.04.2010 continuously till 19.01.2016 the date in which she was terminated so she had worked under the management of the Bagadia Branch of UCO Bank, Angul for more than 240 days in each and every calendar year. Therefore, the concerned work- woman was in continuous service under the management of Bagadia Branch of UCO Bank, Angul as per definition mentioned u/s 25-B of I.D. Act. Moreover, there is also evidence that the concerned workman was terminated from her service w.e.f. 19.01.2016. Further there is no evidence before the Tribunal that the concerned work-woman had been given any notice in writing indicating the reasons for her termination or had been paid compensation equivalent to 15 days of average pay as per provision of 25-F of the I.D. Act.

27. Now, in this case the concerned workman had been engaged on daily wages in the Bagadia Branch of UCO Bank for about five years and her service was terminated by the Bagadia Branch of UCO Bank on 19.01.2016 without complying the provisions of section 25-F of the I.D. Act. Hence, the action of the management in terminating the services of concerned work-woman w.e.f. 19.01.2016 is not legal and justified. Hence the concerned workman is entitled for relief. In view of such the Issue No. I & II are answered in favour of the 2nd Party-Work-woman.

ISSUE NO. III

28. After considering all the facts and circumstances it appears that about nine years have elapsed after termination of the concerned work-woman in the year 2016, so giving relief of reinstatement after long gap would not serve any purpose.

29. In view of such fact the Tribunal comes to the conclusion that it would be just, proper and reasonable to Award lump-sum monetary compensation to the concerned work-woman in place of her claim of reinstatement and other benefits.

30. Hence, the management of UCO Bank, Bagadia Branch is directed to pay a sum of Rs. 5,00,000 (five lakhs) to the concerned workwoman as compensation. The dictates of the award shall be complied with within two months from the date of publication of the award failing which the 1st Party-Management shall also be liable to pay interest on the amount of compensation at the rate of 6% per annum.

Accordingly, this Issue is answered in favour of the 2nd Party-Work- woman.

31. This is the Award of the Tribunal. The reference is answered accordingly.

32. Office is directed to send the copy of the Award to the Ministry of Labour for publishing the Award in the official gazette.

33. Case record be consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 34.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **आईओसीएल रिफाइनरी** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अजय कुमार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेन्स न.- 46/2019)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 34.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 46/2019)** of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **IOCL Refinery** and **Shri Ajay Kumar** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/04/2026-IR(M)]

SALONI, Dy. Director

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh.

Present: Mr. Kamal Kant, Presiding Officer.

ID No.46/2019

Registered on:- 05.08.2019

Ajay Kumar S/o Sh. Baidnath Raj Janardan, R/o Village Singhpura Sithana, Tehsil Madlauda, District Panipat.

…….....Workman

Versus

1. The Manager, IOCL Refinery, Bohali, Panipat.
2. The Constructer, Ambedkar Construction, 4 Vishwas Duplex, Mahadev Nagar at Ladraa, Vadodara, Gujrat.

…..Respondents

Present: Sh. Sanjay Kohli, AR for workman.

Sh. Paul S Saini, AR for respondent no.1.
Respondent no.2 already ex parte.

Award

Passed on:- 29.12.2025

1. The workman Sh. Ajay Kumar has filed the present claim petition directly under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as the Act) claiming his reinstatement with full back wages along with consequential benefits.

2. It is maintained in the claim petition by the workman that he was appointed as a Rigger under respondent no.1 through respondent no.2 and worked as such w.e.f. 23.10.2015 to 06.09.2017. His services were terminated on 07.09.2017 without assigning any reasonable cause. He was drawing Rs.11,500/- per month as salary. He has completed more than 240 days in a calendar year from the date of termination. No notice was given to him and no inquiry was held by the respondents at the time of his termination. The respondents have also appointed juniors to him namely Jai Parkash and Satpal, thus contravened the Section 25H of the Act. He represented against his termination, but to no effect. It is prayed that he may be reinstated with full back wages and all consequential benefits.

3. Notice of the claim petition was given to the respondents.

4. Respondent no.1 filed reply maintaining therein that the workman was never employed by respondent no.1. Respondent no.1 being a Public Sector Undertaking employs persons in accordance with the recruitment Rules/Regulations/Policies/Instruction of the respondent corporation. The workman never applied for any post with respondent no.1 nor he appeared for any written test or interview or trade test for recruitment of any post. The workman was never called for any interview, nor he ever underwent any medical test. He was never issued any appointment letter or employee number. There is no relationship of employer-employee between the management and the workman as the workman was engaged by the contractor i.e. respondent no.2. The workman by means of his frivolous and malafide intentions is trying to gain a back door entry into a public employment. The management award the contract for work, which is non-perennial in nature, non-core, not of sufficient duration, incidental/temporary. After awarding the contract, the contractor employs his own workers to carry out the contract and the management has absolutely no role in that process. The contract was awarded to the respondent no.2 by executing a formal

contract dated 31.07.2015 for 12 months and on expiry of the said contract, the same was duly extended for a further period of 12 months on the same terms and conditions and was expired on 31.05.2017. The contractor exercises the complete administrative control and supervision over the workers employed by him for the performance of his contractual obligation and respondent no.1 has no role to play in the process. The entire service conditions viz. selection, recruitment, appointment, attendance, duty roaster, weekly off, shift, leave, wages, ESI, EPF, bonus etc. are managed by the contractor. Hence, question of terminating the services of workman or assigning any reasons by respondent no.1 does not arise at all as the workman was engaged by respondent no.2. Respondent no.2 had engaged/employed less than 20 workmen during the entire tenure of the contract, therefore, he was not required to obtain any license for engaging/employing workmen for performing the said contract. It is prayed that the claim may be rejected with cost.

5. Respondent no.2 also filed written statement maintaining therein that it had contract (work order) with respondent no.1. As per work order no.24406167, the contract was completed and it had paid all the wages to the labour and nothing is pending due of any labour. It is prayed that the case may be dismissed.

Evidence of workman:-

6. In order to prove case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A along with documents Ex.WW1/1 (Bank Account Statement), Ex.WW1/2 (entry cum safety pass for contractor's workers) and Mark A (attendance card). AR for workman closed the evidence on behalf of workman on 17.07.2023.

Evidence of respondent no.1:-

7. Thereafter, respondent no.1 has examined Sh. P K Sinha, Chief General Manager (Project), Indian Oil Corporation Limited Panipat Refinery as MW1, who tendered her affidavit as MW1/A. Thereafter, ld. counsel for management closed evidence on 04.04.2025 on behalf of respondent no.1. He relied upon the following documents:-

Sr. no.	Document	Dated	Exhibit
1.	Certificate of registration	21.08.1995	M-1
2.	Letter of acceptance	28.03.2015	M-2
3.	Work order	28.03.2015	M-3
4.	Contract agreement	31.07.2015	M-4
5.	Letter of extension of contract	29.04.2016	M-5
6.	Register of wages	June 2015	M-6
7.	Register of wages	March 2017	M-7
8.	Register of wages	April 2017	M-8

8. It is pertinent to mention here that respondent no.2 already ex parte on 04.04.2025.

9. AR for workman contended that workman worked w.e.f. 23.10.2015 to 06.09.2017 under the respondent no.1 through respondent no.2 and he was removed from service without assigning any reason on 07.09.2017. He was getting salary of Rs.11,500/- per month. The workman has completed more than 240 days in a calendar year preceding the date of termination and the termination is in violation of Section 25F of the Act. Further, in place of him, Parkash and Satpal were appointed, which is in violation of Section 25H of the Act.

10. On the other hand, AR for respondent no.1 contended that workman was never engaged by respondent no.1 and was engaged through contractor i.e. respondent no.2, who was awarded contract by respondent no.1 for its work. Aforesaid contractor is not having license to supply the work force as it was engaging less than 20 employees at the time of contract. Thus, no liability of respondent no.1 is made out and therefore, workman is not entitled for any claim from respondent no.1. Whatever claim made out by the workman is against respondent no.2 i.e. contractor, who has already been proceeded ex parte due to non-appearance.

11. I have given due consideration to the arguments advanced by AR for both the parties.

12. The first contention regarding the claimant is that whether he comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that claimant was appointed as rigger as per his claim petition and affidavit submitted before the Tribunal. In plain words the claimant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

13. Thus Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of Section 2(s) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the claimant herein admittedly falls within the definition of 'workman' under Section 2(s) of the Act.

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

> *1) Whether the principal employer pays the salary instead of contractor and*
>
> *2) Whether the principal employer controls and supervise the work of the employees?*

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Sh. PK Sinha in his cross examination has stated that contract for project was given to the respondent no.2 i.e. Ambedkar Construction. The contract was awarded for the period March 2015 to March 2017. Payment to the employees of the contractor was paid by the contractor. EPF and ESI were paid by the contractor and not by the respondent no.1. Supervision and control of workers remained with the contractor. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.M1 to Ex.M8. Ex.M4 is the contract agreement and Ex.M5 is the extension of contract and Ex.M6 to Ex.M8 are the register of wages. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, he would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

> *"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;*

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F of the Act. To prove this, he come to the witness box and stated that he has worked with Ambedkar

Construction since September 2015 to September 2017. Thus, there was non-compliance of Section 25F of the Act and for that respondent no.2 is liable. However, it is added here that currently contractor is not working with the respondent no.2. Thus only remedy left with the Tribunal is to grant compensation to the workman.

20. In view of above discussion, keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation of Rs.50,000/- and respondent no.2 is directed to pay the workman Rs.50,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 35.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **आईओसीएल रिफाइनरी** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री उमेश कुमार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेन्स न.- 48/2019)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-1]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 35.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 48/2019)** of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **IOCL Refinery** and **Shri Umesh Kumar** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/04/2026-IR(M)-1]

SALONI, Dy. Director

ANNEXURE

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

Present: Mr. Kamal Kant, Presiding Officer.

ID No.48/2019

Registered on:- 05.08.2019

Umesh Kumar S/o Sh. Raj Narayan Yadav, R/o Village Singhpura Sithana, Tehsil Madlauda, District Panipat.

…….....Workman

Versus

1. The Manager, IOCL Refinery, Bohali, Panipat.
2. The Constructer, Ambedkar Construction, 4 Vishwas Duplex, Mahadev Nagar at Ladraa, Vadodara, Gujrat.

…..Respondents

Present: Sh. Sanjay Kohli, AR for workman.

Sh. Paul S Saini, AR for respondent no.1.
Respondent no.2 already ex parte.

Award

Passed on:-29.12.2025

1. The workman Sh. Umesh Kumar has filed the present claim petition directly under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as the Act) claiming his reinstatement with full back wages along with consequential benefits.

2. It is maintained in the claim petition by the workman that he was appointed as a Rigger under respondent no.1 through respondent no.2 and worked as such w.e.f. 23.10.2015 to 06.09.2017. His services were terminated on 07.09.2017 without assigning any reasonable cause. He was drawing Rs.11,500/- per month as salary. He has completed more than 240 days in a calendar year from the date of termination. No notice was given to him and no inquiry was held by the respondents at the time of his termination. The respondents have also appointed juniors to him namely Jai Parkash and Satpal, thus contravened the Section 25H of the Act. He represented against his termination, but to no effect. It is prayed that he may be reinstated with full back wages and all consequential benefits.

3. Notice of the claim petition was given to the respondents.

4. Respondent no.1 filed reply maintaining therein that the workman was never employed by respondent no.1. Respondent no.1 being a Public Sector Undertaking employs persons in accordance with the recruitment Rules/Regulations/Policies/Instruction of the respondent corporation. The workman never applied for any post with respondent no.1 nor he appeared for any written test or interview or trade test for recruitment of any post. The workman was never called for any interview, nor he ever underwent any medical test. He was never issued any appointment letter or employee number. There is no relationship of employer-employee between the management and the workman as the workman was engaged by the contractor i.e. respondent no.2. The workman by means of his frivolous and malafide intentions is trying to gain a back door entry into a public employment. The management award the contract for work, which is non-perennial in nature, non-core, not of sufficient duration, incidental/temporary. After awarding the contract, the contractor employs his own workers to carry out the contract and the management has absolutely no role in that process. The contract was awarded to the respondent no.2 by executing a formal contract dated 31.07.2015 for 12 months and on expiry of the said contract, the same was duly extended for a further period of 12 months on the same terms and conditions and was expired on 31.05.2017. The contractor exercises the complete administrative control and supervision over the workers employed by him for the performance of his contractual obligation and respondent no.1 has no role to play in the process. The entire service conditions viz. selection, recruitment, appointment, attendance, duty roaster, weekly off, shift, leave, wages, ESI, EPF, bonus etc. are managed by the contractor. Hence, question of terminating the services of workman or assigning any reasons by respondent no.1 does not arise at all as the workman was engaged by respondent no.2. Respondent no.2 had engaged/employed less than 20 workmen during the entire tenure of the contract, therefore, he was not required to obtain any license for engaging/employing workmen for performing the said contract. It is prayed that the claim may be rejected with cost.

5. Respondent no.2 also filed written statement maintaining therein that it had contract (work order) with respondent no.1. As per work order no.24406167, the contract was completed and it had paid all the wages to the labour and nothing is pending due of any labour. It is prayed that the case may be dismissed.

Evidence of workman:-

6. In order to prove case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A along with documents Ex.WW1/1 (Bank Account Statement), Ex.WW1/2 (entry cum safety pass for contractor's workers) and Mark A (attendance card). AR for workman closed the evidence on behalf of workman on 17.07.2023.

Evidence of respondent no.1:-

7. Thereafter, respondent no.1 has examined Sh. P K Sinha, Chief General Manager (Project), Indian Oil Corporation Limited Panipat Refinery as MW1, who tendered her affidavit as MW1/A. Thereafter, ld. counsel for management closed evidence on 04.04.2025 on behalf of respondent no.1. He relied upon the following documents:-

Sr. no.	Document	Dated	Exhibit
1.	Certificate of registration	21.08.1995	M-1

2.	Letter of acceptance	28.03.2015	M-2
3.	Work order	28.03.2015	M-3
4.	Contract agreement	31.07.2015	M-4
5.	Letter of extension of contract	29.04.2016	M-5
6.	Register of wages	June 2015	M-6
7.	Register of wages	March 2017	M-7
8.	Register of wages	April 2017	M-8

8. It is pertinent to mention here that respondent no.2 already ex parte on 04.04.2025.

9. AR for workman contended that workman worked w.e.f. 23.10.2015 to 06.09.2017 under the respondent no.1 through respondent no.2 and he was removed from service without assigning any reason on 07.09.2017. He was getting salary of Rs.11,500/- per month. The workman has completed more than 240 days in a calendar year preceding the date of termination and the termination is in violation of Section 25F of the Act. Further, in place of him, Jai Parkash and Satpal were appointed, which is in violation of Section 25H of the Act.

10. On the other hand, AR for respondent no.1 contended that workman was never engaged by respondent no.1 and was engaged through contractor i.e. respondent no.2, who was awarded contract by respondent no.1 for its work. Aforesaid contractor is not having license to supply the work force as it was engaging less than 20 employees at the time of contract. Thus, no liability of respondent no.1 is made out and therefore, workman is not entitled for any claim from respondent no.1. Whatever claim made out by the workman is against respondent no.2 i.e. contractor, who has already been proceeded ex parte due to non-appearance.

11. I have given due consideration to the arguments advanced by AR for both the parties.

12. The first contention regarding the claimant is that whether he comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that claimant was appointed as rigger as per his claim petition and affidavit submitted before the Tribunal. In plain words the claimant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

13. Thus Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of Section 2(s) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the claimant herein admittedly falls within the definition of 'workman' under Section 2(s) of the Act.

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Sh. PK Sinha in his cross examination has stated that contract for project was given to the respondent no.2 i.e. Ambedkar Construction. The contract was awarded for the period March 2015 to

March 2017. Payment to the employees of the contractor was paid by the contractor. EPF and ESI were paid by the contractor and not by the respondent no.1. Supervision and control of workers remained with the contractor. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.M1 to Ex.M8. Ex.M4 is the contract agreement and Ex.M5 is the extension of contract and Ex.M6 to Ex.M8 are the register of wages. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, he would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

> *"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;*

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F of the Act. To prove this, he come to the witness box and stated that he has worked with Ambedkar Construction since 23.10.2015 to September 2017. Thus, there was non-compliance of Section 25F of the Act and for that respondent no.2 is liable. However, it is added here that currently contractor is not working with the respondent no.2. Thus only remedy left with the Tribunal is to grant compensation to the workman.

20. In view of above discussion, keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation of Rs.50,000/- and respondent no.2 is directed to pay the workman Rs.50,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 36.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स इंडस प्रोजेक्ट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजेश कुमार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेन्स न.- 02/2021)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-2]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 36.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 02/2021)** of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Limited; M/s Indus Project Limited** and **Shri Rajesh Kumar** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/04/2026-IR(M)-2]

SALONI, Dy. Director

ANNEXURE

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

Present: Mr. Kamal Kant, Presiding Officer.

ID No.02/2021
Registered on:- 21.04.2021

Rajesh Kumar S/o Sh. Rajender Kumar, R/o Village Ahar, Tehsil Israna, District Panipat.

…..……...Workman

Versus

1. Indian Oil Corporation Limited, Refinery, Panipat through its Managing Director.
2. M/s Indus Project Ltd., Administration Office, Marol Naka, Andheri Kurla Road, Mumbai-400059 through Managing Director.

…..Respondents

Present: Sh. Sanjay Kohli, AR for workman.
Sh. Paul S Saini, AR for respondent no.1.
Respondent no.2 already ex parte.

Award
Passed on:- 30.12.2025

1. The workman Sh. Rajesh Kumar has filed the present claim petition directly under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as the Act) claiming his reinstatement with full back wages along with consequential benefits.

2. It is maintained in the claim petition by the workman that he was appointed as a feeter under respondent no.1 through respondent no.2 and worked as such w.e.f. 09.04.2016 to 31.08.2019. His services were terminated on 01.09.2019 without assigning any reasonable cause. He was drawing Rs. 17,600/- per month as salary. He has completed more than 240 days in a calendar year from the date of termination. No notice was given to him and no inquiry was held by the respondents at the time of his termination. The respondents have also appointed juniors to him namely Ram Kumar and Deepak, thus contravened the Section 25F and Section 25H of the Act. He represented against his termination, but to no effect. It is prayed that he may be reinstated with full back wages and all consequential benefits.

3. Notice of the claim petition was given to the respondents.

4. Respondent no.1 filed reply maintaining therein that the workman was never employed by respondent no.1. Respondent no.1 being a Public Sector Undertaking employs persons in accordance with the recruitment Rules/Regulations/Policies/Instruction of the respondent corporation. The workman never applied for any post with respondent no.1 nor he appeared for any written test or interview or trade test for recruitment of any post. The workman was never called for any interview, nor he ever underwent any medical test. He was never issued any appointment letter or employee number. There is no relationship of employer-employee between the management and the workman as the workman was engaged by the contractor i.e. respondent no.2. The workman by means of his frivolous and malafide intentions is trying to gain a back door entry into a public employment. The management award the contract for work, which is non-perennial in nature, non-core, not of sufficient duration, incidental/temporary. After awarding the contract, the contractor employs his own workers to carry out the contract and the management has absolutely no role in that process. The contract was awarded to the respondent no.2 by executing a formal contract dated 26.06.2015 for 12 months and on expiry of the said contract, the same was duly extended for a further period of 12 months on the same terms and conditions and was expired on 31.05.2017. The

contractor exercises the complete administrative control and supervision over the workers employed by him for the performance of his contractual obligation and respondent no.1 has no role to play in the process. The entire service conditions viz. selection, recruitment, appointment, attendance, duty roaster, weekly off, shift, leave, wages, ESI, EPF, bonus etc. are managed by the contractor. Hence, question of terminating the services of workman or assigning any reasons by respondent no.1 does not arise at all as the workman was engaged by respondent no.2. Respondent no.2 is having its independent ESI code number and independent PF Code No.HRKNL1396939000. It is prayed that the claim may be rejected with cost.

Evidence of workman:-

5. In order to prove case, workman examined himself as WW1 and tendered into evidence his affidavit Ex.WW1/A along with documents Ex.WW1/1 (Entry cum safety pass for contractor's worker) and Ex.WW1/2 (Bank Account Statement). AR for workman closed the evidence on behalf of workman on 12.11.2024.

Evidence of respondent no.1:-

6. Thereafter, respondent no.1 has examined Sh. Ujjwal Mishra, Chief Employee Relations Manager, Indian Oil Corporation Limited Panipat Refinery as MW1, who tendered her affidavit as MW1/A. Thereafter, ld. counsel for management closed evidence on 07.08.2025 on behalf of respondent no.1.

Sr. no.	Document	Dated	Exhibit
1.	Certificate of registration	27.03.2025	M-1
2.	Fax of acceptance	06.04.2015	M-2
3.	Detailed letter of acceptance	12.05.2025	M-3
4.	Work order	17.08.2015	M-4
5.	Contract agreement	26.06.2015	M-5
6.	Undertaking by contractor	28.07.2017	M-6
7.	Undertaking by contractor	15.05.2018	M-7
8.	General power of attorney	28.05.2024	M-8

7. It is pertinent to mention here that respondent no.2 already ex parte on 07.07.2023.

8. AR for workman contended that workman worked w.e.f. 09.04.2016 to 31.08.2019 under the respondent no.1 through respondent no.2 and he was removed from service without assigning any reason on 01.09.2019. He was getting salary of Rs.17,600/- per month. The workman has completed more than 240 days in a calendar year preceding the date of termination and the termination is in violation of Section 25F of the Act. Further, in place of him, Ram Kumar and Deepak were appointed, which is in violation of Section 25H of the Act.

9. On the other hand, AR for respondent no.1 contended that workman was never engaged by respondent no.1 and was engaged through contractor i.e. respondent no.2, who was awarded contract by respondent no.1 for its work and agreement in this regard is Ex.M5. Aforesaid contractor is having license to supply the work force under Section 12(1) of the Contract Labour (Regulation and Abolition) Act, 1970. Respondent no.2 was having independent ESI number and also PF Code No.HRKNL1396939000. Thus, no liability of respondent no.1 is made out and therefore, workman is not entitled for any claim from respondent no.1. Whatever claim made out by the workman is against respondent no.2 i.e. contractor, who has already been proceeded ex parte due to non-appearance.

10. I have given due consideration to the arguments advanced by AR for both the parties.

11. The first contention regarding the claimant is that whether he comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that claimant was appointed as fitter as per his claim petition and affidavit submitted before the Tribunal. In plain words the workman was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

12. Thus Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of Section 2(s) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the claimant herein admittedly falls within the definition of 'workman' under Section 2(s) of the Act.

13. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

14. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Sh. Ujjwal Mishra in his cross examination has stated that contract for project was given to the respondent no.2 i.e. M/s Indus Project Ltd. The contract was awarded for the period from April 2015 for 18 months which was extended from time to time and is still continuing. Payment to the employees of the contractor was paid by the contractor. EPF and ESI were paid by the contractor and not by the respondent no.1. Supervision and control of workers remained with the contractor. Thus, it was the respondent no.2, who was required to ensure the payment of wages to the workers engaged by him from time to time.

15. It is also added here that respondent no.1 has also placed on record documents Ex.M1 to Ex.M8. Ex.M5 is the contract agreement. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

16. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, he would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

17. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

18. Workman in his deposition has clearly stated that there was non-compliance of Section 25F of the Act. To prove this, he has stated in his affidavit that he has worked with respondent no.2 from 09.04.2016 to 31.08.2019. Thus, there was non-compliance of Section 25F of the Act and for that respondent no.2 is liable. Since, respondent no.2 is still working with the respondent no.1, so due to non-compliance of Section 25F of the Act, workman is entitled for reinstatement.

19. Hon'ble Apex Court in the case ***General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716*** observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection appointment i.e. whether after proper and advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. One of the important factors which has to be

taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

20. Having regard to the legal position as discussed above and the facts, this Tribunal is of the firm view that the workman has been terminated without following the procedure laid down under Section 25F of the Act. It is pertinent to mention that he has specifically not pleaded that he is not working anywhere. Moreover, nothing has been asked from this witness regarding his employment/termination as such, it cannot be decided conclusively with respect to his future employment after the alleged termination. Hence, the workman is entitled for reinstatement into service on the same post from the date of his termination with 50% back wages in as much as termination of workman is per-se illegal. Respondent no.2 is directed to pay 50% back wages and reinstate the workman forthwith.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 37.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ इंडिया; मेसर्स बीवीजी इंडिया; मेसर्स क्यूपीएमएस; मेसर्स अरुण एविएशन सर्विस प्राइवेट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **तमिलनाडु जनरल वर्कर्स यूनियन, चेन्नई एयरपोर्ट कॉन्ट्रैक्ट वर्कर्स यूनिट** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई, पंचाट (रिफरेन्स न.- 110/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-3]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 37.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 110/2024)** of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s BVG India; M/s QPMS; M/s Aroon Aviation Service Pvt. Ltd.** and **Tamilnadu General Workers Union, Chennai Airport Contract Workers Unit** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/04/2026-IR(M)-3]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 110/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 26-12-2025

The General Secretary,
Tamilnadu General Workers Union,
Chennai Airport Contract Workers Unit,
Chennai, KTK Thangamani Illam,
No.2/1, Kovur Vaithiyanathan Street,
Chindadripet, Chennai – 600 002. : 1st Party/Petitioner

AND

1.The Airport Director,
Airport Authority of India,
Chennai Airport, Meenambakkam,
Chennai – 600 027. : 2nd Party / 1st Respondent

2.The Managing Director,
M/s BVG India,
No.3/20, Balaraman Garden Road,
Parthasarathy Nagar,
Manapakkam,
Chennai – 600 116. : 2nd Party / 2nd Respondent

3.The General Manager,
M/s QPMS, No.86, Sundharshan Building,
3rd Floor, Chamiers Road, Nandanam,
Chennai – 600 018. : 2nd Party / 3rd Respondent

4.The General Manager,
M/s Aroon Aviation Service Pvt. Ltd.,
A-113, Road, No.2, Mahipalapur Extension,
New Delhi – 110 037. : 2nd Party / 4th Respondent

Appearance:

For the 1st Party/Petitioner	:	None
For the Respondent No.1	:	M/s. R. Parthiban, Adv
For the Respondent No.2	:	M/s. P. Alexander , Adv
For the Respondent No.3 & 4	:	None

Award

The Central Government, Ministry of Labour& Employment vide its Order No. 8/21/2024/B3/300079464/ADJ/A1, dated 03.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

"Whether the demand raised by the petitioner union (Tamilnadu General Workers Union, Chennai Airport Contract Workers Unit, Chennai) against the respondent management (M/s Airports Authority of India, Chennai and their Contractors M/s BVG India Limited, M/s QPMS, M/s Aroon Aviation Services P Ltd) to provide 12 days casual leave

per year, earned leave and medical leave is legal and justified? If not, to what relief the petitioner union is entitled to?"

2. Onreceipt of the above reference dated 03.12.2024 from the appropriate Government, the dispute was registered as ID No. 110/2024 and due notices were issued to both the parties for their appearance fixing the case to 19.02.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.05.2025, 14.07.2025, 01.09.2025 and 27.10.2025. The Petitioner did not turn up whereas the Respondent No.1 and 2 filed Vakalat Namas. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 03.12.2024 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 22.12.2025. 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 Respondents (R1 and R2) were 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, 14 जनवरी, 2026

का.आ. 38.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी. नल्लैया** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 2/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 38.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 2/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri P. Nallayya** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer
Dated the 1st day of December, 2025

M.P. No. 2/2017

Between:

P. Nallayya,
S/o. P. Simhachalam,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.

2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount of Rs.83,630.77/- with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in

favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 900 working days, amounting to **Rs.83,633.77/-.** Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the

amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e, up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February, 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,630.77 ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitle to receive from employer any money or benefit which is capable of being computed in terms of money. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1. The perusal of these document reveals that the document Ex.W1 is the form of certificate issued by principal employer i.e., Deputy General Manager, Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August, 2009. Further, Document Ex.W8 is the letter dated 15th September, 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex.W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September, 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex.W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex.W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex.W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex.W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months upto 15th August 2012. Further Ex.W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of

Rs.83,630.77/- for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex.W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 33 and against his name the total number of working days 900 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.33 name of the Petitioner, Sri P. Nallaya, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,630.77/-. Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex.W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 86,630.77ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs. 86,630.77 ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's

failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right,

the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment

allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No. 3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,630.77 ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 2nd day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Nallayya	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fun Commissioner of 3rd Respondent establishment under E.P.F & MPAct, dt:03.08.2004.

Ex.W19 Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 39.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. नरसिंग रेड्डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 3/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-1]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 39.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 3/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Narasing Reddy** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-1]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Judicial Member

Dated the 2nd day of December 2025

M.P. No. 3/2017

Between:

K. Narasing Reddy,

S/o K. Somu Naidu,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount *of* Rs.81,679.38ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the

recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 879 working days, amounting to Rs. 81,679.38ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the

payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.81,679.38ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1. The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager, Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September, 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,679.38ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document

Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 879 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.24 name of the Petitioner, Sri K. Narasing Reddy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,679.38ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 81,679.38ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,679.38ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of

money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970

(2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,679.38ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 2nd day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Narasing Reddy	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 40.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ए.एन.आर. कृष्णा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 4/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-2]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 40.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 4/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri A.N.R. Krishna** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/04/2026-IR(M)-2]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 3rd day of December 2025

M.P. No. 4/2017

Between:

A.N.R. Krishna,

S/o A. Venku Naidu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 82,144.00ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 884 working days, amounting to Rs. 82,144.00ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-

contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period.

Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.82,144.00ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1. The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager, Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September, 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs. 82,144.00ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 884 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.76 name of the Petitioner, Sri A.N.R. Krishna, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.82,144.00ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 82,144.00ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the

Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs. 82,144.00ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the

contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 82,144.00ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 3rd day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Witnesses examined for the

Petitioner	Respondent
WW1: Sri A.K.R Krishna	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP

Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 41.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. शंकर रेड्डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 5/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-3]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 41.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 5/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Sankar Reddy** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-3]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 3rd day of December 2025

M.P. No. 5/**2017**

Between:

K. Sankar Reddy,

S/o K. Pradesi,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 62,444.31ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita

Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 672 working days, amounting to Rs. 62,444.31ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour

are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from

16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2

was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of

two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.62,444.31ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager

Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs. 62,444.31ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 672 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.39 name of the Petitioner, Sri K. Sankar Reddy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.62,444.31ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 62,444.31ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.62,444.31ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish

that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the

Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 62,444.31ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 3rd day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Sankar Reddy.	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 42.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. रामाराव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 8/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-4]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 42.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 8/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri D. Rama Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-4]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of December 2025

M.P. No. 8/2017

Between:

D. Rama Rao,

S/o. D. Paidayya,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 77,312.00ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd

Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 832 working days, amounting to Rs. 77,312.00ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for

purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this

Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount

equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.77,312.00ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter

dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.77,312.00ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 832 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.51 name of the Petitioner, Sri D. Rama Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.77,312.00ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 77,312.00ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.77,312.00ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to

discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which

is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages

mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 77,312.00ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri D. Rama Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 43.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एन. जगन्नाथ राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 9/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-5]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 43.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 9/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri N. Jaganadha Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-5]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of December 2025

M.P. No. 9/2017

Between:

N. Jaganadha Rao,

S/o. N. Ramu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,

Visakhapatnam – 530 031.

Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 82,051.08ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment

allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 883 working days, amounting to Rs. 82,051.08ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax

Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the

claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No. 2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.82,051.08ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the

amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.82,051.08ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been

prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 883 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No.78 name of the Petitioner, Sri N. Jagandha Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.82,051.08ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 82,051.08ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.82,051.08ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were

fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s

13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2,

during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 82,051.08ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri N. Jaganadha Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent

dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 44.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जगत सिंह** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 12/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-7]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 44.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 12/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Jagat Singh** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-7]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 9th day of December 2025

M.P. No. 12/2017

Between:

Jagat Singh,

S/o. Sankar Sing

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 80,657.23ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 814 working days, amounting to Rs. 80,657.23ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent

acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with

another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.80,657.23ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness

WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.80,657.23ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 38 and against his name the total number of working days 868 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 38 name of the Petitioner, Sri Jagat Singh, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.80,657.23ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012

and he is entitled to receive Rs. 80,657.23ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.80,657.23ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and

Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 80,657.23ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 9th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Laxman Rao	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition)

Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 45.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बी. जग्गू नायडू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 14/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-8]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 45.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 14/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri B. Jaggu Naidu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-8]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 9th day of December 2025

M.P. No. 14/2017

Between:

B. Jaggu Naidu,

S/o. B. Swamy Naidu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 75,639.38ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 814 working days, amounting to Rs. 75,639.38ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd

Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries

Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is

working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.75,639.38ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.75,639.38ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 60 and against his name the total number of working days 814 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 60 name of the Petitioner, Sri B. Jaggu Naidu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.75,639.38ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 75,639.38ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence

is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.75,639.38ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the

definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 75,639.38ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the

9th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri B. Jaggu Naidu .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing

Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 46.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ए. अप्पा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 16/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-9]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 46.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 16/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri A. Appa Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-9]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 10th day of December 2025

M.P. No. 16/2017

Between:

A. Appa Rao,

S/o. A. Somulu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 79,913.85ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy

of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 860 working days, amounting to Rs. 79,913.85ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1

Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his

employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th

August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.79,913.85ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's

Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.79,913.85ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 63 and against his name the total number of working days 860 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 63 name of the Petitioner, Sri A. Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.79,913.85ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 79,913.85ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.79,913.85ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd

Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy**

Labour Commissioner, Civil Appeal Number 813 of 2022, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 79,913.85ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A. Appa Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 47.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ए.वी. सुब्बा राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 17/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-10]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 47.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 17/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri A.V. Subba Raju** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-10]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 10th day of December 2025

M.P. No. 17/2017

Between:

A.V. Subba Raju,

S/o. A. Krishnam Raju,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director

   Rastriya Ispat Nigam Limit

   Visakhapatnam Steel Plant,

   Visakhapatnam – 530 031.

   Andhra Pradesh.

2. Chairman & Managing Director,

   Midfield Industries Limited

   Plot No.6, Phase-IV Extn. I.D.A.

   Jeedimetla,

   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

   Rep. By Smt. J. Vijaya

   Proprietrix,

   Door No. 57-24-79/3,

   Tummadapalem, Kancharapalem,

   Visakhapatnam – 530008.

   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 1,04,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for

another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 902 working days, amounting to Rs. 1,04,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-

contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries"

pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not

filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.1,04,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the

employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.1,04,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 71 and against his name the total number of working days 902 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 71 name of the Petitioner, Sri A.V. Subba Raju, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.1,04,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 1,04,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.1,04,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent

No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising

powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not

provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 1,04,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A.V. Subba Raju .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer,

It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 48.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. माधव राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 18/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-11]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 48.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 18/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri D. Madhava Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-11]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 10th day of December 2025

M.P. No. 18/2017

Between:

D. Madhava Rao,
S/o. D. Appa Rao,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,

Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 73,595.08ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 900 working days, amounting to Rs. 73,595.08ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respond83ent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the

1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided

exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No. 3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner.

The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.73,595.08ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of

Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.73,595.08ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No. 2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 75 and against his name the total number of working days 900 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 75 name of the Petitioner, Sri D. Madhava Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.73,595.08ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General

Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 73,595.08ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.73,595.08ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No. 3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No. 1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may

be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and

Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to

Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 73,595.08ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri D. Madhava Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16:Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 49.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. किरण** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 19/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-12]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 49.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 19/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Kiran** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-12]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 10th day of December 2025

M.P. No. 19/2017

Between:

G. Kiran,

S/o. G. Ramana,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of

the Industrial Dispute Act 1947 for the recovery of the amount Rs. 93,278.77ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 802 working days, amounting to Rs. 93,278.77ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8080200359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012.

The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and

thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt

the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.93,278.77ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8080200359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your

subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.93,278.77ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 81 and against his name the total number of working days 802 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 81 name of the Petitioner, Sri G. Kiran, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.93,278.77ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 93,278.77ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.93,278.77ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1.

Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative

of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No. 3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 93,278.77ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Witnesses examined for the

Petitioner	Respondent
WW1: Sri G. Kiran .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP

Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 50.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. किरण** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 20/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-13]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 50.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 20/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Kiran** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-13]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 10th day of December 2025

M.P. No. 20/2017

Between:

K.V. Appa Rao,

S/o. K. Suryanarayana,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,816.62ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and

3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 902 working days, amounting to Rs. 83,816.62ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes

should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of

salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and

final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,816.62ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidenc which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the

order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,816.62ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 19 and against his name the total number of working days 902 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 19 name of the Petitioner, Sri K.V. Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,816.62ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No. 2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,816.62ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,816.62ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract

labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit

sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable

of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,816.62ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K.V. Appa Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 51.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ए. दुर्गा प्रसाद** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 21/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-14]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 51.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 21/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri A. Durga Prasad** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-14]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 11th day of December 2025

M.P. No. 21/2017

Between:

A. Durga Prasad,

S/o. Ranga Ro,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 1,02,932.31ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield

Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 885 working days, amounting to Rs. 1,02,932.31ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/ sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its

contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter.

Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No. 2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.1,02,932.31ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in

WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.1,02,932.31ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 1 and against his name the total number of working days 885 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 1 name of the Petitioner, Sri A. Durga Prasad, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.1,02,932.31ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 1,02,932.31ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.1,02,932.31ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the

based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between

Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 1,02,932.31ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A. Durga Prasad .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent

Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 52.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. नूका राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 22/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-15]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 52.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 22/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri D. Nooka Raju** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-15]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 11th day of December 2025

M.P. No. 22/2017

Between:

D. Nooka Raju,
S/o. D. Durayya,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,166.15ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 895 working days, amounting to Rs. 83,166.15ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner

contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No. 1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial

Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in

the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,166.15ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness

WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,166.15ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 55 and against his name the total number of working days 895 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 55 name of the Petitioner, Sri D. Nooka Raju, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,166.15ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for

release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,166.15ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,166.15ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and

Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No. 3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,166.15ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri D. Nooka Raju .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition)

Act, 1970 dt: 14.08.2009.

Ex.W14:Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 53.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. प्रकाश राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 23/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-16]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 53.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 23/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Prakash Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-16]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 11th day of December 2025

M.P. No. 23/2017

Between:

M. Prakash Rao,

S/o. M. Appala Naidu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 903 working days, amounting to Rs. 83,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-

contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No. 3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The

work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 66 and against his name the total number of working days 903 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 66 name of the Petitioner, Sri M. Prakash Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of

chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides

that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Prakash Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing

Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 54.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के.पी. पेंटय्या** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 24/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-17]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 54.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 24/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K.P. Pentayya** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-17]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 11th day of December 2025

M.P. No. 24/2017

Between:

K.P. Pentayya,

S/o. K. Ramulu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 79,263.38ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a

contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 853 working days, amounting to Rs. 79,263.38ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No. 1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour

are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second

Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1

has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.79,263.38ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the

above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.79,263.38ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 5 and against his name the total number of working days 853 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 5 name of the Petitioner, Sri K.P. Pentayya, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.79,263.38ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 79,263.38ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.79,263.38ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover,

the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is

observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the

reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 79,263.38ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K.P. Pentayya .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel

Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 55.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. श्रीनिवास राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 25/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-18]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 55.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 25/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Srinivasa Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-18]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 11th day of December 2025

M.P. No. 25/2017

Between:

G. Srinivasa Rao,

S/o. G. Satya Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 1,05,142.15ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and

3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 604 working days, amounting to Rs. 1,05,142.15ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also

issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this

Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount

equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.1,05,142.15ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.1,05,142.15ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011.This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 58 and against his name the total number of working days 604 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 58 name of the Petitioner, Sri G. Srinivasa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.1,05,142.15ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No. 1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 1,05,142.15ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.1,05,142.15ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover,

the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which

is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No. 3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the

reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 1,05,142.15ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Srinivasa Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 56.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वाई. अचिला नायडू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 26/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-19]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 56.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 26/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Y. Achila Naidu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-19]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 11th day of December 2025

M.P. No. 26/2017

Between:

Y. Achila Naidu,

S/o. Y. Sanyasulu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 74,338.46ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon

receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 800 working days, amounting to Rs. 74,338.46ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to

work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment

compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not

filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.74,338.46ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield

industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.74,338.46ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 30 and against his name the total number of working days 800 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 30 name of the Petitioner, Sri Y. Achila Naidu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.74,338.46ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No. 2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 74,338.46ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.74,338.46ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under

the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 74,338.46ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 11th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Achila Naidu.	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT

Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 57.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. किरण** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 20/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-13]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 57.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 20/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Kiran** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-13]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 10th day of December 2025

M.P. No. 20/2017

Between:

K.V. Appa Rao,

S/o. K. Suryanarayana,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.

Jeedimetla,

Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,816.62ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 902 working days, amounting to Rs. 83,816.62ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and

1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No. 1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No. 3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with

another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,816.62ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act.

Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,816.62ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 19 and against his name the total number of working days 902 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 19 name of the Petitioner, Sri K.V. Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,816.62ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which

is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,816.62ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,816.62ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal

employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of

Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No. 3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No. 2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition)

Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,816.62ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K.V. Appa Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor

Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 58.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. अप्पा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं**

श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 28/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-21]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 58.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 28/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Appa Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-21]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 12th day of December 2025

M.P. No. 28/2017

Between:

K. Appa Rao,

S/o. K. Guruvulu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 903 working days, amounting to Rs. 83,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues

from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months

commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits

from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidenc which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries

Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No. 1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 35 and against his name the total number of working days 903 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 35 name of the Petitioner, Sri K. Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No. 2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8.

Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No. 3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 10th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Appa Rao.	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing

Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 59.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस. देमुडु** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 31/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-22]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 59.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 31/2017)** of the **Central Government Industrial**

Tribunal cum Labour Court, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri S. Demudu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-22]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 15th day of December 2025

M.P. No. 31/2017

Between:

S. Demudu,

S/o. S. Salya,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,630.77ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 900 working days, amounting to Rs. 83,630.77ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor

for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the

Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment

of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,630.77ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,630.77ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 68 and against his name the total number of working days 900 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 68 name of the Petitioner, Sri S. Demudu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,630.77ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,630.77ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,630.77ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts

falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,630.77ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 15th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Witnesses examined for the

Petitioner	Respondent
WW1: Sri S. Demudu.	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund

Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 60.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. रमना** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 32/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-23]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 60.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 32/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Ramana** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-23]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 15th day of December 2025

M.P. No. 32/2017

Between:

M. Ramana,

S/o. M. Appa Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 82,887.38ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd

Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 892 working days, amounting to Rs. 82,887.38ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for

purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner,

it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that

after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.82,887.38ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.82,887.38ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 77 and against his name the total number of working days 892 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 77 name of the Petitioner, Sri M. Ramana, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.82,887.38ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 82,887.38ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.82,887.38ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder,

therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is

observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of

wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 82,887.38ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 15th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Ramana.	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 61.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. त्रिपाठी राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 33/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-24]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 61.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 33/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Tripathi Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-24]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 15th day of December 2025

M.P. No. 33/2017

Between:

M. Tripathi Rao,

S/o. M. Suryanrayana,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,166.15ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent

accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 895 working days, amounting to Rs. 83,166.15ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal

Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No. 3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first

Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No. 2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence

deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,166.15ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by

Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,166.15ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 36 and against his name the total number of working days 895 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 36 name of the Petitioner, Sri M. Tripathi Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,166.15ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,166.15ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,166.15ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract

labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No. 2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a

preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,166.15ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 15th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Tripathi Rao.	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 62.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वाई. अप्पाला रेड्डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 34/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-25]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 62.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 34/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Y. Appala Reddy** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-25]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 16th day of December 2025

M.P. No. 34/2017

Between:

Y. Appala Reddy,
S/o. Y. Pydi Reddy,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has

contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 903 working days, amounting to Rs. 83,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the

payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012.

Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 7 and against his name the total number of working days 903 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 7 name of the Petitioner, Sri Y. Appala Reddy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No. 2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No. 3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 16th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Appala Reddy.	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.
Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.
Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.
Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.
Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.
Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.
Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.
Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.
Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.
Ex.W21: Photostat copy of statement of actual working days
Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.
Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.
Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.
Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.
Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015
Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 63.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. त्रिपाठी राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 35/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-26]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 63.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 35/2017)** of the **Central Government Industrial**

Tribunal cum Labour Court, Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Tripathi Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-26]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 16th day of December 2025

M.P. No. 35/2017

Between:
N.V. Appala Reddy,
S/o. N. Nagi Reddy,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 84,002.46ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a

contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 904 working days, amounting to Rs. 84,002.46ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and

Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his

employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from

16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.84,002.46ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.84,002.46ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 32 and against his name the total number of working days 904 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 32 name of the Petitioner, Sri N.V. Appala Reddy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.84,002.46ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No. 2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 84,002.46ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs. 84,002.46ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended

that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No. 2 and Respondent No. 3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No. 3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the

Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No. 3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 84,002.46ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 16th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri N.V. Appala Reddy.	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax,

Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 64.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री तुलसी राम साहू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 36/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-27]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 64.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 36/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Tulasi Ram Sahua** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-27]
SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 17th day of December 2025

M.P. No. 36/2017

Between:

Tulasi Ram Sahua,
S/o. Sukram Sahu,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director

Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:
For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 82,144.00ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 884 working days, amounting to Rs. 82,144.00ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman

demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax

Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract

Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.82,144.00ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent. Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.82,144.00ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 48 and against his name the total number of working days 884 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 48 name of the Petitioner, Sri Tulasi Ram Sahua, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.82,144.00ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General

Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No. 1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 82,144.00ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.82,144.00ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the

Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the

Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 82,144.00ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 17th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Tulasi Ram Sahua.	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing

Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 65.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. पेंटय्या** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 37/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-28]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 65.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 37/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Pentayya** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-28]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 17th day of December 2025

M.P. No. 37/2017

Between:

K. Pentayya,
S/o. K. Venkataswamy,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 81,679.38ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield

Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 879 working days, amounting to Rs. 81,679.38ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL

stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are

responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the

payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.81,679.38ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent. Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are

mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,679.38ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 18 and against his name the total number of working days 879 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 18 name of the Petitioner, Sri K. Pentayya, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,679.38ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 81,679.38ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,679.38ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the

application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the

Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,679.38ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 17th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Pentayya.	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13:	Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.
Ex.W14:	Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.
Ex.W15:	Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.
Ex.W16:	Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.
Ex.W17:	Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.
Ex.W18:	Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.
Ex.W19:	Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.
Ex.W20:	Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.
Ex.W21:	Photostat copy of statement of actual working days
Ex.W22:	Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1:	Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.
Ex.M2:	Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.
Ex.M3:	Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.
Ex.M4:	Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.
Ex.M5:	Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015
Ex.M6:	Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 66.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. देमुडु** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 38/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-29]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 66.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 38/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Demudu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-29]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 18th day of December 2025

M.P. No. 38/2017

Between:

K. Demudu,
S/o. K. Simhachalam,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 71,829.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that

1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 773 working days, amounting to Rs. 71,829.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No. 1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this

Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second

Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for

the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.71,829.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent. Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by

Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.71,829.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 67 and against his name the total number of working days 773 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 67 name of the Petitioner, Sri K. Demudu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.71,829.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 71,829.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex.W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.71,829.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract

labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit

sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No. 3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable

of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 71,829.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 18th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Demudu.	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent

Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 67.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. वासुदेव राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 39/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-30]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 67.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 39/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Vasudeva Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-30]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 18th day of December 2025

M.P. No. 39/2017

Between:

K. Vasudeva Rao,

S/o. K. Sanyasi Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 1,03,397.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work

contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 889 working days, amounting to Rs. 1,03,397.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to

the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled

by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.1,03,397.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

3.Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual

working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.1,03,397.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 46 and against his name the total number of working days 889 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 46 name of the Petitioner, Sri K. Vasudeva Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.1,03,397.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 1,03,397.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.1,03,397.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No. 3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No. 1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a

principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour

Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4)

of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 1,03,397.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 18th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Vasudeva Rao	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for

Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 68.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. दास** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 40/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-31]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 68.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 40/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Das** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-31]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 19th day of December 2025

M.P. No. 40/2017

Between:

K. Das,

S/o. K. Bandayya,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

….Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,

Midfield Industries Limited

Plot No.6, Phase-IV Extn. I.D.A.

Jeedimetla,

Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 903 working days, amounting to Rs. 83,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a

lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore,

the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid

direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money.

Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 25 and against his name the total number of working days 903 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized

signatories of Respondent No.2. This document goes to show that at Sl. No. 25 name of the Petitioner, Sri K. Das, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending

Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per

document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 19th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Das	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent

(Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 69.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी. अपन्ना** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 41/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-32]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 69.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 41/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri P. Appanna** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-32]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 19th day of December 2025

M.P. No. 41/2017

Between:

P. Appanna,

S/o. P. Simhachalam,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

….Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 78,520.00ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 845 working days, amounting to Rs. 78,520.00ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated

12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the

Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner.

Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous.

Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.78,520.00ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal

employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No. 3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.78,520.00ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 21 and against his name the total number of working days 845 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 21 name of the Petitioner, Sri P. Appanna, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.78,520.00ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012

and he is entitled to receive Rs. 78,520.00ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.78,520.00ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No. 2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors.

Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and

Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No. 2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 78,520.00ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 19th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Appanna	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st

Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 70.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ओ. पल्लैया** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 42/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-33]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 70.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 42/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the

employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri O. Pallayya** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-33]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 19th day of December 2025

M.P. No. 42/2017

Between:

O. Pallayya,
S/o. O. Yerrayya,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

….Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 84,002.46ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself

as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 904 working days, amounting to Rs. 84,002.46ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009,

approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3

submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his

chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.84,002.46ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.84,002.46ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 53 and against his name the total number of working days 904 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 53 name of the Petitioner, Sri O. Pallayya, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.84,002.46ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 84,002.46ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.84,002.46ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its

industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21

does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as

per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 84,002.46ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 19th day of December 2025.

IRFAN QAMAR Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri O. Pallayya	MW1: Sri Bammadi Joga Rao

MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay

All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 71.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वी. सुरिबाबू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 43/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-34]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 71.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 43/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri V. Suribabu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-34]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 19th day of December 2025

M.P. No. 43/2017

Between:

V. Suribabu,

S/o. V. Buchi Raju,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

….Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,352.10ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further,

it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 897 working days, amounting to Rs. 83,352.10ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes

should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract

labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs. 28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the

amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,352.10ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter

dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,352.10ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 12 and against his name the total number of working days 897 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 12 name of the Petitioner, Sri V. Suribabu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,352.10ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,352.10ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,352.10ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he

failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit

sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No. 3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable

of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,352.10ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 19th day of December 2025.

IRFAN QAMAR Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri V. Suribabu	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour

Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 72.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सीएच. सूरी बाबू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 44/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-35]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 72.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 44/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri CH. Suri babu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-35]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 22nd day of December 2025

M.P. No. 44/2017

Between:

CH. Suri babu,

S/o. Appa Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director

Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 81,586.46ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The

Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 878 working days, amounting to Rs. 81,586.46ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to

the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No. 3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract

Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No. 2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.81,586.46ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under

this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,586.46ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August

2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 3 and against his name the total number of working days 878 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 3 name of the Petitioner, Sri Ch. Suribabu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,586.46ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 81,586.46ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,586.46ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and

includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its

reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked

with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,586.46ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 22nd day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri CH. Suri babu	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 73.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम.सी. नायडू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 45/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-36]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 73.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 45/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M.C. Naidu** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-36]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 22nd day of December 2025

M.P. No. 45/2017

Between:

M.C. Naidu,

S/o. M. Appala Naidu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited

Plot No.6, Phase-IV Extn. I.D.A.

Jeedimetla,

Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,816.62ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 902 working days, amounting to Rs. 83,816.62ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract

dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is

proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner

insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,816.62ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of

Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,816.62ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 10 and against his name the total number of working days 902 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 10 name of the Petitioner, Sri M.C. Naidu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,816.62ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which

is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,816.62ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,816.62ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No. 1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal

employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of

Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to

Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,816.62ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 22nd day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M.C. Naidu	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent

(Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16:Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 74.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस. जनार्दन राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 46/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-37]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 74.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 46/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri S. Janardhan Rao** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-37]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 22nd day of December 2025

M.P. No. 46/2017

Between:

S. Janardhan Rao,

S/o S. Narasinga Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited

Plot No.6, Phase-IV Extn. I.D.A.

Jeedimetla,

Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 79,356.31ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 854 working days, amounting to Rs. 79,356.31ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th

September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is

proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner

insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.79,356.31ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in

evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.79,356.31ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 27 and against his name the total number of working days 854 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 27 name of the Petitioner, Sri S. Janardhan Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.79,356.31ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General

Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 79,356.31ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.79,356.31ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may

be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and

Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition)

Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 79,356.31ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 22nd day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri S. Janardhan Rao	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 75.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम.बी. मूर्ति** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 47/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-38]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 75.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 47/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M.B. Murthy** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. Z-16025/03/2026-IR(M)-38]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 22nd day of December 2025

M.P. No. 47/2017

Between:

M.B. Murthy,

S/o M. Sanni Babu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.

Jeedimetla,

Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 62,444.31ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 672 working days, amounting to Rs. 62,444.31ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent.

1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided

exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner.

The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.62,444.31ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in

both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.62,444.31ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 22 and against his name the total number of working days 672 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 22 name of the Petitioner, Sri M.B. Murthy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.62,444.31ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which

is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 62,444.31ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.62,444.31ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is

liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for

Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

"2(00) "retrenchment "means the termination by the employer f the service of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action but does not include---

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally.

Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 62,444.31ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 22nd day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M.B. Murthy	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 14 जनवरी, 2026

का.आ. 76.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स राउरकेला स्टील प्लांट, सेल** के प्रबंधतंत्र के संबद्ध नियोजकों और **राउरकेला श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 52/2018)** को जैसा कि

अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. एल-26011/21/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 76.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 52/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Rourkela Steel Plant, SAIL** and **Rourkela Shramik Sangh** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. L-26011/21/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-LabourCourt,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 52/2018

Date of Passing Order – 15th October, 2025

Between :-

The General Manager (P & A),

M/s. Rourkela Steel Plant, SAIL,

Rourkela, District – Sundargarh, Odisha.

… 1st Party-Management.

(And)

The General Secretary,

Rourkela Shramik Sangh, A-141.

Sector - 18, Rourkela, (Odisha).

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Management.

None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26011/21/2018 – IR(M), dated 29.10.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

"Whether the removal of Shri Sushil Kerketta, Ex-Shunting Porter, by the management of Rourkela Steel Plant, SAIL, Rourkela vide letter dated 20.09.2018 is proper, legal and justified?

Whether denial of re-employment to Shri Sushil Kerketta, Ex-Shunting Porter is justified when as alleged by Rourkela Shramik Sangh vide letter dated 08.05.2018, similar 6 workmen have been re-employed in past through mutual settlement? If not, what relief the concerned workman is entitled to?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notices were sent to the 2nd Party-Union on 29.01.2019, 04.06.2019 and on dated 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 77.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स राउरकेला स्टील प्लांट, सेल** के प्रबंधतंत्र के संबद्ध नियोजकों और **राउरकेला श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 54/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. एल-26011/22/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 77.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 54/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Rourkela Steel Plant, SAIL** and **Rourkela Shramik Sangh** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. L-26011/22/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-LabourCourt,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 54/2018

Date of Passing Order – 15th October, 2025

Between :-

The General Manager (P & A),
M/s. Rourkela Steel Plant, SAIL,
Rourkela, District – Sundargarh, Odisha.

… 1st Party-Management.

(And)

The General Secretary,
Rourkela Shramik Sangh,
Shramik Mandir, D-81, Sector-18, Rourkela, (Odisha)

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Management.
None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26011/22/2018 – IR(M), dated 29.10.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

> "Whether the request of Rourkela Shramik Sangh vide letter dated 12.06.2016 to the management of Rourkela Steel Plant, SAIL, Rourkela to consider the case pertaining to Shri J.K. Mohini Pl. No. 873138, Technician for reviewing the punishment meted to Shri J.K. Mohini and substituting with warning letter in light of similar cases (enumerated in the letter dated 12.02.2016) considered earlier by RSP management, is correct, proper and justified? If yes, what relief the concerned workman is entitled to and what directions, if any, are necessary in the matter?

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notices were sent to the 2nd Party-Union on 29.01.2019, 04.06.2019 and on 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 78.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स राउरकेला स्टील प्लांट, सेल** के प्रबंधतंत्र के संबद्ध नियोजकों और **राउरकेला श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 55/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. एल-26011/23/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 78.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 55/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Rourkela Steel Plant, SAIL** and **Rourkela Shramik Sangh** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. L-26011/23/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

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

INDUSTRIAL DISPUTE CASE NO. 55/2018

Date of Passing Order – 15th October, 2025

Between :-

The General Manager (P & A),
M/s. Rourkela Steel Plant, SAIL,
Rourkela, District – Sundargarh, Odisha.

… 1st Party-Management.

(And)

The General Secretary,
Rourkela Shramik Sangh,
Shramik Mandir, D-81, Sector-18
Rourkela, (Odisha).

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Management.

None. … For the 2nd Party-Workman.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of

Labour & Employment, New Delhi vide order No. L-26011/23/2018 – IR(M), dated 29.10.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

> "Whether the demand of Rourkela Shramik Sangh dt 12.02.2016 to the management of Rourkela Steel Plant, SAIL to consider to review the punishment on Md. F. Khan (Pl No. 42357) and substituting with warning letter is proper and justified? If yes, what reliefs Md. F. Khan are entitled to?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 29.01.2019, 04.06.2019 and on dated 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 14 जनवरी, 2026

का.आ. 79.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स राउरकेला स्टील प्लांट, सेल** के प्रबंधतंत्र के संबद्ध नियोजकों और **राउरकेला श्रमिक संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स न.- 56/2018)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.01.2026 को प्राप्त हुआ था।

[सं. एल-26011/24/2018-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 14th January, 2026

S.O. 79.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 56/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Rourkela Steel Plant, SAIL** and **Rourkela Shramik Sangh** which was received along with soft copy of the award by the Central Government on 14.01.2026.

[No. L-26011/24/2018-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,

Presiding Officer, C.G.I.T.-cum-LabourCourt,

Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 56/2018

Date of Passing Order – 15th October, 2025

Between :-

The General Manager (P & A),
M/s. Rourkela Steel Plant, SAIL,
Rourkela, District – Sundargarh, Odisha.

… 1st Party-Management.

(And)

The General Secretary,
Rourkela Shramik Sangh,
D-81, Sector-18
Rourkela, (Odisha).

… 2nd Party-Union.

Appearances:

None. … For the 1st Party-Management.
None. … For the 2nd Party-Union.

ORDER

In the present case, a reference was received from the Under Secretary to the Government of India, Ministry of Labour & Employment, New Delhi vide order No. L-26011/24/2018 – IR(M), dated 29.10.2018 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 for adjudication of a dispute, under the following schedule:-

> "Whether the action of the management of Rourkela Steel Plant in recovering the paid house rent from the salary of the workmen is proper, legal and justified? If no, what relief the workman is entitled to?"

2. In the reference order, the Under Secretary to Government of India, Ministry of Labour & Employment, New Delhi commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to each one of the opposite parties involved in the dispute.

3. Despite directions so given, no statement of claim is received from the 2nd party-Union.

4. On receipt of the above reference, notice was sent to the 2nd Party-Union on 29.01.2019, 04.06.2019 and on dated 05.09.2023 for appearance and for filing of statement of claim. Neither the postal article sent to the 2nd Party-Union, referred to above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred to above. Therefore, every presumption lies in favour of the fact that the above notices were served upon the 2nd Party-Union. Despite service of the notice, the 2nd Party-Union opted to abstain away from the proceedings. No claim statement was filed on its behalf. Thus, it is clear that the 2nd Party-Union is not interested in adjudication of the reference on merits.

5. Since the 2nd Party-Union has neither filed statement of claim nor has led any evidence so as to prove its cause against the Management, it is presumed that there is no claim of workman against the Management.

6. In view of such, no claim Order is passed by this Tribunal.

7. Let this order be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 19 जनवरी, 2026

का.आ. 80.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रामीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (62/2025) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-25]

सलोनी, उप निदेशक

New Delhi, the 19th January, 2026

S.O. 80.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 62/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-25]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

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

DATED : 26th DECEMBER 2025

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

Presiding Officer

C R No. 62/2025

I Party	**II Party**
The President, Grameena Bank Naukarara Okkoota, Shanthagiri, 2nd Cross, Sri Raghavendra Colony, Vidyanagara, HUBLI – 580 031.	1. The Chairman, Karnataka Gramin Bank, Head Office, Gandhinagar, Bellary – 583 101. 2. The Propreitor, Gajmukh Security & Utility Services, Sunny Centre, no. 374, New Kalidasa Road, Vijaynagar 1st Stage, Mysore – 570 017.

Appearances

I Party : **Sri M Rama Rao**

Authorized Representative

II Party : **1. Sri M D Rangaswamy**

Advocate

2. Self

1. The Office of the Deputy Chief Labour Commissioner (C), Government of India, Ministry of Labour, Bengaluru vide Order No. 95(FOC/55)2025-B4 dated 29.09.2025 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 application filed by the Grameena Bank Naukarara Okkoota regarding non payment of bonus to the contractual workers employment through contractor M/s. Gajmukh Security Utility Services, for the financial years 2017-18 to 2022-23 is time barred? If no, whether the contractor M/s. Gajmukh Security Utility Services or management of Karnataka Grameena Bank is liable to pay bonus? If yes, what relief the workmen are entitled to?"

2. After registering the case the date of hearing was fixed as 09.12.2025 and then posted to 23.12.2025. In the meanwhile a letter has been received in this Office on 17.10.2025 from II Party No. 2 stating that the Bonus has been paid to every individual workman and requested for resolution of the dispute. On 23.12.2025 when the matter was called Advocate M D Rangaswamy filed vakalath for II Party No. 1. The Authorised Representative of the 1st Party filed an Application stating that the Contractor has paid Bonus to all the Contract Workers on 24.04.2025, whereby the dispute has been settled and therefore, I Party is not intending to continue with the dispute and prayed for treating the dispute as settled and sought the matter to be posted for passing of Award in the interest of justice.

3. Perused the records. The petitioner has filed an Application dated 09/23-12-2025 which bears the signature of the 1st Party. Therefore, in view of the above, the Application is allowed. The Reference is thus dismissed as settled.

AWARD

Reference is dismissed as settled. Transmit

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 26th December 2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 15 जनवरी, 2026

का.आ. 81.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **कर्नाटका ग्रामीण बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **बंगलोर** के पंचाट (03/2017) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-22]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2026

S.O. 81.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 03/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Karnataka Grameena Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-22]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

DATED : 06th January 2026

PRESENT : **Smt. K P INDIRA**

Presiding Officer

Comp No. 03 / 2017

Appellant	**Opposite Party**
Sh. Girish Aradhya B.S.,	The Chairman / General Manager,
S/o Somaradhya,	Karnataka Grameena Bank,
H.No. 2148/4000/18,	Head Office,
Opp: Hunsur Gas Office,	Head Office - Bellary
Manjunath Extn., BM Road,	
Hunsur 571 105	

Appearance

Complainant : M Rama Rao

Authorized Representative

Opposite Party : T P Muthanna

Advocate

ORDER

1. This is a complaint filed by the complainant u/s 33A of the Industrial Disputes Act 1947 raising the following contentions:-

The complainant was appointed by the opposite party in the post of MCS / Office Assistant (Multipurpose) / Substaff at their Hunsur branch on 10.12.2004. He submitted application and documents and attended interview for selection. Since then he worked continuously in the said branch till the date of his termination / retrenchment / discharge / dismissal of his service on 20.10.2016. As a part of his job, he used to open the branch by collecting keys from the Manager, cleaning the office, aiding the customers and the branch in various ways. In order to avoid the extension of status and benefits of permanent workman to him, the Opposite Party directed the Hunsur branch to debit his wages as coolie charges to the General ledger account without obtaining his signature on the debit vouchers. The officials of the branch took his signature on the overleaf of coolie paid debit vouchers along with the signatures of the branch officers while paying wages in cash to him. He was the only person doing the work of the office attendant / messenger / sweeper / substaff / daily wager / MCS etc on coolie charges. The Opposite Party was not marking attendance register for his work, not extended payment register to him, signing debit vouchers for his wages by the officers of the bank and receiving amount by them and then paying the amounts to him as wages, debiting the wages paid to him to General Charges Account instead of salary paid account / Establishment charges, not issuing appointment orders or certificates for the services rendered by him in the bank, refusal to pay wages applicable to messengers / housekeeping staff / sub staff / MCS to him, not extending the service benefits applicable to permanent workman, taking work from him for years together as Coolie by terming his wages as coolie charges practiced by the opposite party are all unfair labour practices under the 5th Schedule of the ID Act 1947. The complainant along with other coolie workers of the opposite party bank formed a union called Pragathi Grameena Bank Daily Wage Workers Union in 2012 and he was active in the Union activities. The Union filed cases before the Central Labour Machinery for getting the benefits for the daily wage workers of the Bank. This has caused annoyance to the then management against him. CR 15/2015 is pending before this Tribunal in which the Union raised a dispute for regularization of services of the workmen including him. He is directly connected with the said dispute and his name appears at Sl. No. 34 in the list of workers. On 20.10.2016, the Branch Manager Mrs. S M Mamatha asked the complainant to work under a contractor Gajamukha Agencies in the Bank and on failure his service would be terminated. The complainant was not ready to work under a contractor and hence his services are terminated. No other reasons are told by the Manager for the termination for his services. Before retrenching his services, the opposite party has not issued any notice to him, nor paid any retrenchment compensation, nor paid wages for one month nor conducted any enquiry against him. His repeated requests to allow him to do work in the branch were not considered by the Branch Manager. The opposite party has not filed any application before the appropriate Government seeking permission to retrench him u/s 25 N of the ID Act 1947. Therefore, the retrenchment of his service is illegal, ab-initio void and he is deemed to be in the services of the Bank as per sec 25 N(7) of the ID Act. As per the provision of Sec 33 of the ID Act, the opposite party cannot alter or change the conditions of his service applicable to him immediately before the commencement of the proceedings of C R 15/2015 to his prejudice , during the pendency of CR 15/2015 before this Tribunal without the expressed permission in writing from the tribunal and also shall not discharge / dismiss / terminate / retrench him unless he was paid wages for one month and without making an application for approval of the action so taken. The opposite party has not observed any of the provisions of the ID Act 1947 and has not filed any application before the Tribunal. The action of the opposite party is against the provisions of the ID Act, principles of natural justice, illegal, null and void. The opposite party was paying him wages @ Rs. 7368/- per month. The opposite party has not paid any wages to him since the retrenchment of his services. Since the opposite party has not filed any application before the Tribunal seeking approval of their action, he is entitled for payment of full wages drawn by him every month till the disposal of this case. Since the opposite party has not filed any application before the appropriate government for the termination of his services, not issued any copy of such application to him nor any notice / notice pay / compensation as required u/s 25 N of the ID Act, he is deemed to be in service for the benefits as applicable to him prior to such cessation of his service and is entitled for wages as per sec 25N (7) of the ID Act. Due to the illegal cessation of service imposed on him by the opposite party, the complainant and his family are suffering economically and socially. Hence this complaint for declaring the termination / retrenchment / discharge / dismissal of the complainant from 20.10.2016 is not in accordance with the provisions of the ID Act 1947, against the principles of natural justice, arbitrary, unilateral, ill motivated and illegal and to direct the opposite party to reinstate the complainant with full back wages, continuity of service with regularization, ancillary benefits from 20.10.2016 and with cost.

2. The opposite party at the outset has contended that the complainant has no enforceable cause of action to raise Industrial Dispute and has no right to seek employment in the bank and there is no discharge or termination of employment and hence no Industrial Dispute lie under Industrial Disputes Act 1947. It is equally contended that there is no post of messenger cum sweeper in the bank. The opposite party inter alia contended that based on the man power requirement assessed by the bank as per the guidelines issued by the Government of India at the end of March every year, the total vacancies to be filled up by the direct recruitment and promotions will be identified and the process of direct recruitment and promotions will be initiated after obtaining permissions from the Sponsor Bank viz., Canara Bank and the Board of the opposite party bank. Recruitment and appointment of employees in the Regional Rural Banks is governed by the rules framed by the Government of India vide notification dated 13.07.2010 called

"Regional Rural Banks (Appointment and Promotions of Officers and Employees) Rules 2010". As per the said rules, procedure with regard to Office Attendant (Multipurpose Group C employees) are prescribed, the selection process being on the basis of interview to be conducted by a Committee. The branches / offices of the bank engage coolies occasionally and intermittently as and when necessitated for doing menial works in the branches. In order to meet the exigencies of the work, the opposite party bank branches used to engage coolies only for few hours for such menial works like cleaning, sweeping and watering and were paid coolie charges proportionately depending upon the number of hours they worked. The complainant was also engaged similarly as a coolie intermittently and not continuously. Depending upon the availability of the person in the locale, the Branch Manager engaged such person on need basis for such works. As per the Government of India guidelines for appointment of Regular Attendants, the names should be sponsored by the employment exchange and such engagement is also subject to the conditions stipulated in regard to educational qualification, age etc. While engaging the coolies, no educational qualifications or age were looked into and whoever is available would be engaged. The persons so engaged are at liberty to work elsewhere after completion of the menial works entrusted to them. They are not governed by any rules and regulation of the bank and there is no employee employer relationship as they have not been engaged by the bank against the post. It is the settled position in law that a person engaged intermittently on daily wages will not have the right to be absorbed for any post. The Hon'ble Supreme Court of India in **State of Karnataka vs. Uma Devi** held that there is no right to those who have been engaged as daily wagers temporarily or on contractual basis to claim that they have the right to be absorbed in service as they cannot be said to be holders of post. In **Union of India vs. A S Pillai** also the Hon'ble Supreme Court held that daily wager / part time workers not engaged in any regular cadres or any sanctioned post are not entitled for absorption. The contention of the complainant that he was appointed by the opposite party at their Hunsur branch on 10.12.2004 by taking application form etc. is denied. The Branch Manager has no power to recruit / appoint any employee. The complainant was engaged only occasionally to attend to menial / urgent works and not continuously. Since the complainant was not recruited / appointed by the opposite party anytime, his termination / dismissal / retrenchment on 20.10.2016 did not arise. Consequently, question of issuing notice to him, payment of retrenchment compensation, payment of wages of one month, filing of application before the Tribunal before or during the pendency of CR 15/2015 and seeking permission u/s 25N of the Act does not arise. Under the circumstances, sec 33 of the Industrial Disputes Act has no application in his case. He was never engaged for attending the regular functions of substaff. He was paid wages for the occasional / casual works he was engaged to. The Branch Managers are not authorized to issue any certificates and question of issuing certificates to him does not arise as he was not continuously engaged in the opposite party bank and nor was empanelled in the daily wagers' list. The complainant has not been appointed in the payrolls of the opposite party at any time. Since he has not been appointed in the opposite party bank, question of marking in the attendance register, extending payment registered to him, debiting the payment made to him to salary account, issuing appointment orders, issuing certificates and denying benefits etc. did not arise. Hence the allegation of unfair labour practice on the part of the II Party is untenable. The contention of the complainant that his involvement in the union activities and filing of Industrial Dispute by the said union for getting benefits to the daily wage workers has caused anger to the opposite party is a figment of his imagination and hence denied. The complainant was not working in the opposite party bank on continuous basis and was engaged occasionally, casually for menial and urgent requirements. His contention that he was being paid wages @ Rs. 7368/- is denied. His contentions that he was deemed to be in service and entitled for benefits are untenable and baseless. The complainant has not undergone any process of recruitment and is not entitled for recruitment for appointment in the opposite party bank or for reinstatement or other ancillary benefits as claimed by him. For all these reasons, the opposite party has prayed for rejection of the complaint.

3. From the above rival pleadings, following points arise for consideration:-

1. Whether the complaint is legally and factually maintainable?

2. ***Whether the Complainant is proved to have been working continuously in the opposite party establishment since 10.12.2004?***

3. Whether the complainant is proved to have been discharged / terminated / retrenched / dismissed from service as contended by him?

4. Whether the alleged contravention of the provision of sec 33 of the ID Act is proved by the complainant?

5. Whether the complainant is entitled to get reinstatement to the service with full back wages, continuity of service and ancillary benefits from 20.10.2016 as prayed for?

6. What is the proper Order and Award to be passed in this complaint case?

4. Either of the parties did not prefer to adduce any evidence in the matter. Though the complainant is seen to have filed an affidavit dated 07.01.2021 in lieu of his examination in chief and sought time for further examination in chief, he did not thenceforth prefer to make him available for further examination in chief or cross-examination.

5. Heard the oral and written arguments submitted from both sides.

6. **Points no. 1 to 4**:- Since all these points are closely integrated and inter-twined, all these points are discussed together. Alleging contravention of the provisions of sec 33 of the ID Act 1947, the complainant filed the instant complaint u/s 33A of the Act on the factual averment that the opposite party has not filed any application

before this Tribunal seeking permission for retrenching / terminating / dismissing him on 20.10.2016 and not filing any application for approval of their said action. The complainant's case is that he was appointed by the opposite party bank at their Hunsur branch on 10.12.2004 on submission of application and subjecting him for interview and on obtaining documents from him. He claims that since then he has worked continuously in the said branch on all working days. It is his further case that on 20.10.2014, the then Branch Manager asked him to work under a contractor Gajamukha Agencies and in the event he does not heed to that, not to come for work anymore and eventually he services are terminated by the opposite party as he was not ready to work under a contractor. This particular averment, the opposite party emphatically disputed. The complainant inter alia pleaded that he is an active member in a Union under the name and style Pragathi Grameena Bank Daily Wage Workers Union formed between himself with other coolie workers of the opposite party bank. The said union has raised a dispute for regularization of the service of the complainant and other similarly placed coolie before the Central Government Machinery and the same is registered and pending before this Tribunal as CR 15/2015. It is the case of the complainant that he is directly connected with the said dispute raised by the Union pending before this Tribunal. The disengagement of job on 20.10.2016 according to the complainant tantamounts to contravention of the provisions of sec 33 of the ID Act as according to him, it happened when the industrial dispute raised by the union for and on behalf of him and the other coolie workers was pending adjudication. This gave way for filing this complaint u/s 33A of the ID Act.

7. Oral and written arguments are advanced on behalf of the complainant narrating all these events by his authorized representative.

8. The learned counsel for the opposite party per contra put forth his rival submission that the complainant has never ever rendered any continuous service in the opposite party bank. Instead the bank was in the practice of engaging persons from the locale for attending menial job like sweeping, cleaning and watering whenever so necessitated and such persons were paid coolie charges for the same. According to the opposite party, the complainant was also so casually engaged occasionally and intermittently depending on the requirement of the branch as a coolie for doing menial works and such works carried out by him was not regular in nature, but only on need basis.

9. Of course, the event of non-engagement for work said to have happened on 20.10.2016 is apparently during the pendency of CR 15/2015. However the complainant did not prefer to bring home any proof that he was in service in the opposite party bank even on the previous day or anytime there-before in a constant and continuous stretch so as to establish the retrenchment / dismissal / discharge / termination alleged in the complaint. Here it is contextually profitable to quote Sec 33 of the Act:-

33. [Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.]

(1)During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before][an arbitrator or] [a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall- (a)in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or (b)for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute, ave with the express permission in writing of the authority before which the proceeding is pending.(2)During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute] [or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman] (a)[alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman: Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. (3)Notwithstanding anything contained in sub-section (2), no employer shall, during the pendency of any such proceeding in respect of an industrial dispute, take any action against any protected workman concerned in such dispute (a) by altering, to the prejudice of such protected workman, the conditions of service applicable to him immediately before the commencement of such proceedings; or (b) by discharging or punishing, whether by dismissal or otherwise, such protected workman, save with the express permission in writing of the authority before which the proceeding is pending. Explanation:-For the purposes of this sub-section, a "protected workman ", in relation to an establishment, means a workman who, being] [a member of the executive or other office bearer] [of a registered trade union connected with the establishment, is recognised as such in accordance with rules made in this behalf.(4)In every establishment, the number of workmen to be recognised as protected workmen for the purposes of sub-section (3) shall be one per cent. of the total number of workmen employed therein subject to a minimum number of five protected workmen and a maximum number of one hundred protected workmen and for the aforesaid purpose, the appropriate Government may make rules providing for the distribution of such protected workmen among various trade unions, if any, connected with the establishment and the manner in which the workmen may be chosen and

recognised as protected workmen.(5)Where an employer makes an application to a conciliation officer, Board,] [an arbitrator, a] [Labour Court, Tribunal or National Tribunal under the proviso to sub-section (2) for approval of the action taken by him, the authority concerned shall, without delay, hear such application and pass,] [within a period of three months from the date of receipt of such application] [Substituted by Act 46 of 1982, Section 17, for " as expeditiously as possible" (w.e.f. 21.8.1984).][, such order in relation thereto as it deems fit:].][Provided that where any such authority considers it necessary or expedient so to do, it may, for reasons to be recorded in writing, extend such period by such further period as it may think fit: Provided further that no proceedings before any such authority shall lapse merely on the ground that any period specified in this sub-section had expired without such proceedings being completed.]

10. Of course by enacting sec 33, the legislature wanted to ensure a fair and satisfactory enquiry of the industrial dispute undisturbed by any action on the part of the employer or the employee likely to create fresh cause for disharmony between them. The legislature visualized that during the pendency of the industrial dispute status quo should be maintained and no further element of discord should be introduced between the employer and the employee. The objective of the provision of sec 33 is to put a ban on the prerogative of the employer in altering the service condition of the employee pending enquiry of the industrial dispute raised by them. The primary principle is that if an Industrial Dispute is raised by a group of workmen acting on their own through their union, the general conclusion is that the all those who sponsored the dispute are concerned in it. However the very factum of raising an Industrial Dispute and pendency of such a dispute in a court of law by an individual employee or a group of employees by itself does not lead to the inference that such an individual who alleges retrenchment from services was a workman in continuous service under the employer, unless proved by concrete evidence. Indeed, Sec 33A stands to the rescue of a workman who alleges alteration or cessation of service by the employer during the pendency of an Industrial Dispute. A regular workman / employee or a casual employee on a continuing basis under an employer who files a complaint u/s 33A certainly stands on a different footing than the one who claims continuity of service as a casual labourer and whose claim is not accepted by the employer.

11. The case on hand portrays the scenario the employer disowns and denies the complainant as its regular daily wager. The alleged retrenchment of service dated 20.10.2016 averred by the complainant is not accepted or recognized by the Oppose Party in the given case. The definite stand of the opposite party is that the complainant had been engaged very occasionally and intermittently on need basis to attend menial works like sweeping, cleaning etc. without touching the routine works in the office. The complainant per contra very particularly pleaded that apart from cleaning in and around the bank office, he was entrusted with the task of assisting customers in making challans for cash / cheque, deposits taking and keeping cash in double lock, writing registers, collecting cash from other banks from the cheques drawn on them, printing passbooks, deposit receipts, writing loan papers, making deposit mobilization, bundling payment slips and day book and such so many tasks. However according to the opposite party all the above works are the routine tasks of the regular employees and not of such casual workers engaged for attending menial jobs. Thus the factual pleadings of the complainant indicate that his engagement in the opposite party bank was not to attend menial labour alone but higher tasks as well, as mentioned above. It is while attending such highly responsible tasks in his so called status as MCS / Office assistant (multipurpose) / sub-staff at the Hunsur branch of the opposite party continuously since 10.12.2004 that the opposite party has terminated / retrenched his services on 20.10.2016. This factum also the opposite party has emphatically opposed and disputed. According to the opposite party, no such retrenchment or termination has ever occurred nor was there any occasion for that as the bank had not engaged the complainant in such a position at all in work continuously. In this factual background it is the primary duty of the complainant to substantiate that his very entry in the bank was on 10.12.2004 and he continued to perform services in the opposite party bank without any break till 20.10.2016. The complainant is equally obliged to prove that he was disengaged from a continuous service on 20.10.2016. Inability to offer menial job on a particular date when there was no requirement to engage a casual labourer to attend such work pleaded by the opposite party does oblige the complainant to substantiate his specific case by adducing reliable and concrete material evidence establishing all the aspects pleaded by him in the complaint. The mere pleading raised by him regarding the prevalence / pendency of an Industrial Dispute and the so called termination or retrenchment of services on 20.10.2016 without bringing home any iota of evidence substantiating the above plea does not bind this Tribunal to accept the case set forth by him as gospel truth and to draw a finding against the opposite party.

12. It is the settled position of law that u/s 33A of the Industrial Disputes Act, the complainant carries the initial burden / onus to prove that the employer contravened sec 33 of the Act and such contravention occurred during the pendency of a dispute, by presenting the facts supported by evidence. Once the complainant discharges his initial burden to establish that he is an employee in continuous service within the parameters of sec 33 of the Act and such contravention occurred as pleaded and proved, the employer must then justify their actions especially concerning alleged dismissal / retrenchment / termination, often leading to the tribunal deciding if the action was fair and just like any other Industrial Dispute.

13. Here in the given case, the one and only aspect accepted and admitted by the opposite party is the pendency of CR 15/2015 raised by the Daily Workers Union. That by itself does not discharge the onus of proof cast on the

complainant to prima facie establish its case. The alleged contravention of service conditions or an illegal cessation of the service of an employee by the employer is not an aspect to be simply inferred by the Tribunal out of nothing but to be very precisely, meticulously and scrupulously proved and established by the aggrieved complainant.

14. Sec 33A is designed to provide an instant remedy to a workman aggrieved by the contravention of sec 33 by filing a complaint before adjudicatory authorities or conciliatory authorities. It is trite that where such a complaint is made to an adjudicatory authority viz. Labour Court / Tribunal, it will adjudicate upon the dispute as if it is a dispute referred to or pending before it, so that the workman is saved of the botheration of moving the Government for referring this dispute for adjudication.

15. The basic question to be considered by this Tribunal in the complaint on hand u/s 33A is whether there has been a contravention by the employer of the provisions of sec 33 and in the event it is found that there has been a contravention of the provisions, then to embark upon the exercise to adjudicate about the matter so complained of in the complaint on its merit. No written order of termination / retrenchment is produced by the complainant to justify his pleadings. Of course, he averred in the complaint that the termination issued by the opposite party was only oral. If that be so, it should be proved by the complainant that he was in continuous service under the opposite party and was subjected for a termination / retrenchment on an oral order by mounting the witness box. Going by the proceedings underwent in the given case, it is clear that once the statement of objection is filed by the opposite party, the matter was posted for evidence of the complainant. The latter though filed an affidavit dated 07.01.2021 in lieu of his examination in chief and sought time for further examination in chief, he did not thenceforth prefer to make himself available for further examination in chief or cross-examination. Then at the whimsical stand of the complainant it is made out that there is no need to adduce evidence and the matter be posted for arguments. In fact, as per law, before giving any relief to the aggrieved employee under the section, the authority viz., this Tribunal has first to determine that the employee was continuously working under the employer and the latter had surreptitiously kicked out him from the job without complying with the mandate u/s 33 of the Act. Hence a contravention of sec 33 is the foundation for exercise of the power u/s 33A of the Act. As already observed and as rightly pointed out by the learned counsel for the opposite party, no reliable proof / evidence is brought on record by the complainant to substantiate that there is contravention of the provisions of sec 33 of the Act from the side of the opposite party.

16. In the event if the alleged factum of infraction from the provision of sec 33 is established, the matter has to be very meticulously adjudicated on merit to examine whether the complainant is entitled to get an order of reinstatement. It is trite that even when contravention of sec 33 is established, that does not automatically lead to an order for reinstatement. So, at large, the complainant is at the task to prove and establish the primary elements viz., his status as a daily wage employee under the opposite party coupled with contravention of the provisions of sec 33 by the latter and then his eventual right to get reinstatement to service with equivalent benefits. Determination of all these issues by the legal forum could be possible only when reliable evidence is adduced by the complainant by offering himself for searching cross examination by the opposite party in a full-fledged trial. It is trite that the initial burden lies on the employee to prove that he falls under the definition of a "workman" under the Industrial Disputes Act. If the employee presents a strong prima facie case, the management must then provide evidence to rebut it. Of course, the evidence to be adduced by the person claiming to be an employee must be substantial, often a preponderance of evidence depending on the claim. It is no longer res-integra that the burden of proving the employer-employee relationship primarily rest upon the person who asserts its existence. In a situation where a person asserts to be an employee of the management which the management denies, the duty primarily rests upon the person so asserting to give positive evidence in his favour and discharge his initial burden. At the risk of repetition I say, once such a person has given such a positive evidence in his favour, only then the burden would shift on the management to give evidence to counter such claims, because it is always possible to prove positive facts than a negative. The Hon'ble Supreme Court in **Workman of Nilgiri Co-Op Mkt Society LTD vs. State of Tamil Nadu (AIR 2004 SC 1639**) held that it is a well settled principle of law that the person who is setting up a plea of existence of relationship of employer and employee, the burden would be upon him. Similar view is adopted by the Hon'ble Supreme Court in **Bank of Baroda vs. Ghemarabhai Harijibhai Rabari (2005 (10) SCC 792**). Though the complainant is seen to have filed an affidavit dated 07.01.2021 in lieu of his examination in chief and sought time for further examination in chief, he did not thenceforth prefer to make him available for further examination in chief or cross-examination and thereby kept aloof from trial, feeling shy of an intensive quiz in the witness box. Probably, the complainant might have been misled, misguided or mal-advised not to mount the witness box so as to avoid probable inconvenience of a grilling cross-examination. The net result of such willful avoidance of requisite procedure by the complainant either by himself or as instilled upon him is complete failure of the case projected by him.

17. Extensive argument is advanced on behalf of the complainant with the aid of plethora of legal authorities canvassing for a favorable order of reinstatement with full back wages, continuity of service with regularization and ancillary benefits from 20.10.2016. As could be heard from Learned Counsel for the opposite party, all these wider reliefs sought for by the complainant are the main reliefs claimed in the said case CR 15/2015. By consciously avoiding to give oral or documentary evidence in this case, what is craved for and on behalf of the complainant is to grant the above reliefs even without facing a trial. Granting such reliefs in his favour without providing /

supplementing any sort of evidentiary support would tantamount to prejudging the issue raised in the Industrial Dispute case CR 15/2015 in a very shortcut method.

18. Argument is advanced on behalf of the complainant placing reliance upon the verdicts of the Hon'ble High Court of Gujarat in **Gujarat State Electricity Corporation LTD vs. Bhimrao Aagete (LPA 177 / 2016 dated 06.03.2018), Kalavatiben Prabhakar Patil and others vs. Managing Director (C/SCA/3189/2020 dated 17.01.2022)** that while deciding a complaint u/s 33A it is not obligatory for the workman to prove that he had worked for 240 days. Those rulings in fact do not indicate that the complainant is not at all under obligation to substantiate his basic status under the opposite party to justify the case put forth.

19. In the peculiar facts and circumstances of the case and the very casual manner in which it is manned by the complainant, the plethora of rulings relied upon by him viz., **Hindustan Lever LTD vs. Ram Mohan Roy and others (AIR 1973 SC 1156)** by the Hon'ble Apex Court, **Management of Karur Vysya Bank LTD vs. Presiding Officer, Industrial Tribunal (2007 II LLJ 459)** by the Hon'ble High Court of Madras, **M M Narayana vs. KSRTC (AIR 2012 (4) KAR R 518)** and **Karan Kumar vs. Divisional Controller KSRTC (WP 203333/2019 dated 13.07.2023)** by the Hon'ble High Court of Karnataka and **Deutsche Lufthansa AG vs. Nayan Pahwa & others (2025 INSC 998)** by the Hon'ble High Court of Delhi are not of any help to the complainant as in all those cases non-compliance of the provisions by the respective employers are relating to regular employees on its payroll. Among the cases noted above, the case of **Karur Vysya Bank LTD, MM Narayana and Karan Kumar** are related to the actions initiated by the respective employers based on misconduct / misdemeanor of the respective regular employees in respect of which approval applications were not submitted by the employers. In **Hindustan Lever's** case also, the complainants were the regular employees of the employer establishment. In principle, the fact situations contained in the afore-quoted ruling do not have any application to the case on hand.

20. Before concluding, it is worthy to pen down that in order to avail the relief provided u/s 33 of the Act, firstly the aggrieved party should prove himself to be a workman within the definition of u/s 2(s) of the Industrial Disputes Act and there exists employer-employee relationship between the contesting parties. In conclusion of the afore-discussion, I find that the complainant has miserably failed in substantiating his own case. He equally failed in refuting / negating the contentions raised by the opposite party that he is only a coolie engaged on need and requirement basis without continuity and frequency and hence not governed by any rules and regulations of the bank. So also, the complainant further failed in successfully controverting the rival contentions of the opposite party that there is no employee-employer relationship between himself and the opposite party or that he was not engaged by the latter against a sanctioned post. The deliberate refusal, negligence or avoidance to prove and establish a genuine and reliable case by tendering requisite evidence has led the complainant to face a total failure in the given case and for an eventual dismissal of the complaint. With this view, these points are answered accordingly.

21. **Point No. 5**:- In view of the findings on point no. 1 to 4, it is held that the complainant is not entitled for any reliefs sought for in this complaint.

22. Point no. 6:- In the result the following award is passed.

AWARD

The Complaint no. 03/2017 is dismissed.

(Dictated to LDC, transcribed by him, corrected and signed by me on 06th January 2026)

K P INDIRA, Presiding Officer

नई दिल्ली, 19 जनवरी, 2026

का.आ. 82.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक (गुड़गांव ग्रामीण बैंक-ई) के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**- II के पंचाट (117/2014) प्रकाशित करती है।

[सं. एल-12012/05/2015-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 19th January, 2026

S.O. 82.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 117/2014*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Serva Haryana Gramin Bnak (e- Gurgaon Gramin Bank) and their workmen.

[No. L-12012/05/2015- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

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

Present: Sh. Kamal Kant, Presiding Officer.

ID No. 117/2014

Registered on:-02.03.2015

Sh. Devender S/o Sh. Om Parkash, R/o H.No.439, near Kalra Colony, Ekta Nagar, Palwal, District Palwal (Haryana).

….....Workman

Versus

1. The Chairman, Serva Haryana Gramin Bank (e-Gurgaon Gramin Bank), H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak (HR)-124001.

2. The Nodal/Regional Officer, Serve Haryana Gramin Bank (e-Gurgaon Gramin Bank), Pargati Bhawan, Institutional Area, Sector-44, Gurgaon (Haryana).

3. The Sr. Manager, Serve Haryana Gramin Bank (e-Gurgaon Gramin Bank), Branch RM Office, Palwal, Haryana.

.....…Respondents/Management

Award

Passed on:-30.12.2025

Present:- Sh. Arun Batra, AR for workman.

Sh. Tarun Dhingra, AR for respondent no.1 to 3.

Central Government vide Notification No. L-12012/05/2015-IR(B-I) Dated 03.02.2015, 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 management of Serve Haryana Gramin Bank (formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Shri Devender S/o Late Shri Om Parkash w.e.f. 05.12.2013 is valid, just and legal? If not to what relief the concerned workman is entitled to and from which date?"

1. Both the parties were served with notices. The workman filed his statement of claim with the averment that he was appointed as Peon by the respondents/managements on 21.09.2010 at the payment of Rs.280/- per day with

respondent no.3. Respondents had not provided any appointment letter, PF, ESI Card or any other documents by using unfair labour practice. The respondents has obtained workman's signature on some printed documents by stating that it shall be used as a record of service. The record of the workman relating to his salary is reserved in the contingency account section of respondent which is available with the respondents. The workman rendered his services with utmost honesty without any complaint but in spite of that, management began to harass the workman when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. Ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 without any enquiry or without giving any retrenchment compensation while he had worked more than 240 days on each calendar year before his retrenchment. Workman worked from 21.09.2010 upto 2013 in Dasuya, Faridabad Branch under the Manager ML Aggarwal. The workman moved an application before the Assistant Labour Commissioner (Central) Karnal for conciliation but of no result. The workman is unemployed from the date of retrenchment till date. It is therefore, prayed that workman be ordered to be reappointed with all benefits with continuous service.

2. Respondent no.1 to 3 has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The workman was a daily wager and engaged for a day and the services of the workman starts from morning and come to an end in the evening. The workman was never engaged as daily worker for regular work. The engagement of the workman was not under any recruitment process. The workman was engaged as daily wager by erstwhile Gurgaon Gramin Bank. The Gurgaon Gramin Bank with its Head Office at Gurgaon and erstwhile Haryana Gramin Bank with its Head Office at Rohtak have been amalgamated and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance, Department of Financial Services, New Delhi. After the amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the workman because his hiring as daily wager not under the prescribed lawful recruitment process as provided in the Regional Rural Banks (Appointment and Promotion of Officers and Employees) Rules, 2010. In view of the facts and circumstances mentioned above, it is therefore, respectfully prayed that the case of the workman may kindly be dismissed with heavy costs, being devoid of merits in the interest of justice.

3. Parties were given opportunity to lead evidence.

4. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A along with documents Ex.W-1 bearing page no.1 to 38 and has been cross-examined by the AR for respondents. AR for workman closed the evidence on 12.02.2020.

5. The respondents have filed affidavit of Sh. Rajinder Kumar Goyal, Senior Manager, Sarva Haryana Gramin Bank, who filed his affidavit in evidence as Ex.MW1/A along with documents MW1/1 (Reply dated 13.03.2025) and Ex.MW1/2 (Email received from Head Office dated 17.03.2025) and has been cross-examined by the learned AR of workman. AR for respondents closed the evidence on 19.03.2025.

6. The workman filed written arguments, alleging therein that he was appointed as Peon on 21.09.2010 in the office of Manager of Sarva Haryana Gramin Bank (previously known as Gurgaon Gramin Bank) at Branch NIT Faridabad. The workman was drawing a salary of Rs.280/- per day from the management. The workman was granted TA, DA for his travel allowance by the management. The management violated the provisions of the Act and did not supply appointment letter, PF account number, ESI card to the workman. The management got sign from the workman on plain papers on the pretext of using these papers for the service record and workman did sign these blank papers on the asking of the officials of the bank as the requirement of the service of the workman. The workman did not protest against the official for getting the signatures on the blank papers, being afraid of losing the job. The record pertaining to the salary of workman is available with the concerned-branch of the bank in the shape of debit slips and contingency account. The work of the workman was satisfactory and at no point of time any complaint was made against the work of the workman. On the change of the name of the bank to Sarva Haryana Gramin Bank, management started harassing the workman on one pretext or the other. The services of the workman were terminated orally on 05.12.2013 without issuing any notice or retrenchment compensation. The workman has completed more than 240 days in a calendar year in the employment of the management without any break. The work is still available with the management and the workman is no where gainfully employed. The workman filed an application for summoning the attendance record, salary record, provident fund details and ESI details of the workman but the management failed to supply the record. Adverse inference may kindly be drawn against the management for not producing the summoned record. The management paid salary to the workman against signatures and receipts. On 28.04.2014, after terminating the services of workman, management advertised 175 post of Office Attendant (Multipurpose) Group C whereas workman is available to serve on this post. Workman along with others challenged this advertisement before the Hon'ble Punjab & Haryana High Court by filing CWP No.9254 of 2014 and the Hon'ble High Court directed that in the meanwhile, the applications made by the workmen for the above said posts shall be accepted by the respondent-bank subject to the decision of the writ petition. The

management decided to withdraw the advertisement dated 28.04.2014 on 26.04.2016 and the said writ petition was disposed of as become infructuous. Earlier the management has issued letter dated 25.11.2009 raising requirement of Part Time worker for the smooth working of the branch. On 14.09.2010, a letter was issued by the General Manger of Gurgaon Gramin Bank directing not to engage a particular person for more than 55 days in continuity and to ensure that the person engaged as per point no.1 mentioned above is not engaged for more that 230 days in a year, whereas the workman had worked more than 240 days in many calendar years. On 08.11.2011, a letter was issued to the workman by the management to appear for the post of office attendant on 17.11.2011 at 01.00 pm but the workman was not allowed to attend the interview for the reason best known to the management. The workman applied for the post advertised vide advertisement dated 28.04.2014. During the pendency of the present case, the management issued circular dated 23.06.2023, wherein offices/branches has been directed to fix the charges of the daily wagers. It is maintained that the workman is entitled to reinstatement with all back wages.

7. Management has not filed any written argument but has argued orally. It is maintained by the AR for management that workman has never completed 240 days in year and was called on the necessity basis on a particular day. No record was being maintained by the management of the workman as he was not even part time employee and further if the workman was paid through his bank account as alleged by the workman, he should have placed on record original record to satisfy his case that he has worked 240 days in a year prior to his termination and he has not placed the same. Thus, the reference is not maintainable and is liable to be dismissed.

8. I have heard learned AR for the parties and have gone through the entire evidence placed on file by the parties.

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

10. In his affidavit Ex.WW1/A the workman has reiterated his case that he was appointed as Peon on 21.09.2010 in the office of Manager of Sarva Haryana Gramin Bank, previously known as Gurgaon Gramin Bank, at Branch NIT Faridabad and used to work for the whole day. He was drawing salary @Rs.280/- per day from the management. He had completed more than 240 days in the management without any break and his services were terminated orally on 05.12.2013. During his cross-examination, he has admitted that a few times payments were made by vouchers and sometime through his bank account. He has no original documents issued by the bank.

11. It was incumbent upon the workman to prove that he had worked for 240 days preceding the year of his alleged termination on 05.12.2013. Except his bald statement, there is nothing on the record to prove that he had worked for 240 days with the respondent-bank. Even in his cross-examination, the workman had admitted that a few times payments were made by vouchers and sometime through his bank account. He has no original documents from the bank. When he was being paid through vouchers and sometime through his bank account, payment made to him is surely reflected in his bank account. He has placed on record photocopy of saving bank account in which some amount has been credited but it is not clear that the amount credited by the respondent-bank. Similarly he has placed on record photocopy of some vouchers and from these vouchers it cannot be said that he has received some payment from the bank as these have not been proved by calling some person from the bank. Thus, it cannot be conclusively proved that prior to his termination on 05.12.2013 in the preceding year he has worked for 240 days in that year. Thus, his bald statement maintaining that he worked from 21.09.2010 to 05.12.2013 is not proved when the workman was having best evidence in his possession.

12. It is added here that workman had moved an application on 23.02.2021 for issuing direction to the respondent-bank to place on record the following documents i.e. attendance record, salary record, provident fund details and ESI details of the workman. In reply thereto, it is maintained by the management that since the workman was only daily wager so the above said record of the workman is not with the respondent as the workman was paid through debit voucher. Even in the affidavit of the management witness Sh. Rajinder Kumar Goyal filed as Ex.MW1/A, the management has stated that the workman was engaged for daily basis and was called on daily basis on a day from morning and his services ends in the evening on the same day and engagement of the workman was for a day. There was no provision of maintaining record or ACR of the workman because his engagement was on daily basis as and when necessity arose. He has not worked continuously for 240 days in a calendar year. This witness in his cross-examination has also stated that no attendance register was maintained by the branch with

regard to the attendance of workman.

13. In this case, non-production of the above said record by the respondent-bank as asked by the workman was not necessary as there was no record of the workman with the bank. Moreover, workman is having best evidence with him in the shape of his bank account where his salary was deposited by the bank which he has not produced in the Tribunal. Thus, rather adverse inference can be drawn against the workman.

14. In his written argument, the workman has placed on record certain documents which are irrelevant for proving that workman had worked for 240 days preceding the year of his termination. These documents which he has attached with his written argument are not admissible in evidence because these documents were never exhibited by the workman in his statement or by calling any other person.

15. It is entirely for workman to prove the completion of 240 days of his service with the respondent-bank prior to his retrenchment and onus to prove this fact is always on the workman which the workman has failed to prove it. Thus, protection under Section 25-F of the Act is not available to the workman.

16. In view of my findings on the above discussed issues as discussed in the preceding paragraphs, this reference is decided against the workman.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 21 जनवरी, 2026

का.आ. 83.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **उत्तर रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **लखनऊ** के पंचाट (71/2013) प्रकाशित करती है।

[सं. एल-41011/89/2013-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 21st January, 2026

S.O. 83.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 71/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Uttar Railway and their workmen.

[No. L-41011/89/2013- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 71/2013

Ref No. L-41011/89/2013(IR(B-I)) Dated: 13.11.2013

Mandal Sangathan Mantri,

Uttar Railway Karmachari Union,

283/63KH Garhi Kannora (Premvati Nagar),

P.O. Manak Nagar, Lucknow – 11. **……...Appellant**

Versus

Assistant Divisional Mechanical Engineer (O. &F.),

Uttar Railway, DRM Office,

Hazratganj, Lucknow. **……..Respondent**

AWARD

By order No. L-41011/89/2013(IR(B-I)) Dated: 13.11.2013, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"क्या प्रबंधन, उत्तर रेलवे, लखनऊ द्वारा श्री सईदुरहमान को दिए गए दंडादेश दिनाक 06/05/2008 व अपीलीय आदेश दि० 06/08/2008 को निरस्त किया जाना न्यायोचित एवं बैध है? यदि नहीं तो वादी किस राहत को पाने का हकदार है?"

Accordingly, an I.D. Case No. 71/2013 has been registered.

On 27.01.2014, workman filed a claim statement fact in brief as stated by him that are he was engaged as substitute cleaner by respondent, while he was working in a said capacity a medical memo issued to him for medical examination to which he filed his objection.

Aggrieved by the said facts a charge sheet dated 17.03.2007, issued to him as per para 514(F) of India Railway Medical Manual-2000 Volume-I., to which he submitted his reply on 08.03.2008.

Thereafter on 05.05.2008, a punishment was awarded to him, aggrieved by the same he preferred an appeal dismissed by order dated 06.08.2008.

Accordingly it is prayed by the workman that the impugned punishment order dated 05.05.2008, and appellate order dated 06.08.2008, may be set aside, and he may be reinstated in service.

On behalf of the respondent a written statement was filed to which the workman has filed his reply.

Thereafter the workman file evidence in support of his case affidavit/examination in chief on 05.09.2016(W7).

In spite of the repeat opportunity given to him he refused/did not turn up to get him cross examined on his examination in chief, filed by way of evidence on affidavit.

So by order dated 29.06.2018, this Tribunal has closed the right of his cross examine.

Thereafter management/respondent filed its evidence on affidavit.

In spite of the opportunity given to the worker, he did not cross examine the management witness, so the same was closed.

On 19.01.2021; matter was fixed for hearing, since then the case is lingering due to delay on the part of the workman, as he has not put his appearance in person or through its legal representation to argue the matter.

Keeping in view the above said facts, this is a case of no evidence because worker did not cross examined himself on the evidence filed by him on affidavit (examination in chief) so the same in not proved as per the relevant provision Evidence Act, so keeping the said facts and the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

> *"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."*

In the case of **M/s Uptron Powertronics Employees' Union, Ghaziabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164** Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the

workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of **District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co- operative Bank Ltd. 2010 (126) FLR 519**; wherein it has been held as under:

> *"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."*

AWARD

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Lucknow.

10th December, 2025

Justice ANIL KUMAR, Presiding Officer

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

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Digitally signed by GORAKHA NATH YADAVA
Date: 2026.01.29 15:56:54 +05'30'