



भारत का राजपत्र The Gazette of India

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No. 4] NEW DELHI, FEBRUARY 1—FEBRUARY 7, 2026, SATURDAY/MAGHA 12—MAGHA 18, 1947

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

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

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

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 30 जनवरी, 2026

का.आ. 90.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड के अधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक अधिकारियों एवं कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

क्रम सं.	कार्यालय का नाम
1.	सहायक आयुक्त का कार्यालय, केंद्रीय माल और सेवा कर तथा केंद्रीय उत्पाद शुल्क, वाराणसी-211002

2.	सहायक आयुक्त का कार्यालय, केंद्रीय माल और सेवा कर तथा केंद्रीय उत्पाद शुल्क, आजमगढ़ मण्डल-आजमगढ़ -276001 (उत्तर प्रदेश)
3.	सहायक आयुक्त का कार्यालय, केंद्रीय माल और सेवा कर तथा केंद्रीय उत्पाद शुल्क, मिर्जापुर-231001 (उत्तर प्रदेश)
4.	उप/सहायक आयुक्त का कार्यालय, केंद्रीय माल और सेवा कर तथा केंद्रीय उत्पाद शुल्क, गोरखपुर मण्डल-I-273001 (उत्तर प्रदेश)
5.	उप/सहायक आयुक्त का कार्यालय, केंद्रीय माल और सेवा कर तथा केंद्रीय उत्पाद शुल्क, गोरखपुर मण्डल-II-273001 (उत्तर प्रदेश)
6.	प्रधान आयुक्त का कार्यालय, सीमा शुल्क, अहमदाबाद-380009

[फा. सं. ई-11017/3/2017- हिन्दी-2-अधिसूचना]

प्रीति सेलारे, उप निदेशक (रा.भा.)

MINISTRY OF FINANCE**(Department of Revenue)**

New Delhi, the 30th January, 2026

S.O. 90.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the following offices under Central Board of Indirect Taxes and Customs, Department of Revenue where more than 80% staff has acquired the working knowledge of Hindi.

S.No.	Name of the Office
1.	Office of the Assistant Commissioner, Central Goods & Service Tax and Central Excise, Varanasi-211002
2.	Office of the Assistant Commissioner, Central Goods and Service Tax and Central Excise, Azamgarh Division-Azamgarh-276001 (Uttar Pradesh)
3.	Office of the Assistant Commissioner, Central Goods and Service Tax and Central Excise, Mirzapur, Varanasi-231001(Uttar Pradesh)
4.	Office of the Deputy/Assistant Commissioner, Central Goods and Service Tax and Central Excise, Gorakhpur Division-I-273001(Uttar Pradesh)
5.	Office of the Deputy/Assistant Commissioner, Central Goods and Service Tax and Central Excise, Gorakhpur Division-II-273001(Uttar Pradesh)
6.	Office of the Principal Commissioner, Customs, Ahmedabad-380009

[F. No. E-11017/3/2017- Hindi-2-Notification]

PREETI SELLARE, Dy. Director (OL)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 12 जनवरी, 2026

का.आ. 91.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1038(अ) तारीख 2 मार्च, 2023, जो भारत के असाधारण राजपत्र तारीख 3 मार्च, 2023, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में हरियाणा राज्य में रोहतक-पानीपत पाइपलाइन (मेहसाणा- बठिंडा पाइपलाइन के लिए, ट्रंक पाइपलाइन को पानीपत तक बढ़ाया गया) के माध्यम से प्राकृतिक गैस के परिवहन के लिए जीएसपीएल इंडिया गैसनेट लिमिटेड (जीआइजीएल) द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आषय की घोषणा की थी;

और उक्त असाधारण राजपत्र अधिसूचना की प्रतियां जनता को तारीख 20.03.2023 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

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

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

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अध्याधीन किसी भी क्षतिपूर्ति के लिए जीएसपीएल इंडिया गैसनेट लिमिटेड (जीआइजीएल) पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद/दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

क्रम सं.	ग्राम का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6
तहसील: गोहाना			जिला: सोनीपत		
			राज्य: हरियाणा		
1	रिवाडा	56//4/2/2	00	03	60
	(एच.बी.नं.70)	75//4/1	00	00	40
उप-तहसील: खानपुर			जिला: सोनीपत		
			राज्य: हरियाणा		
1	चिहाना	69//9/2	00	06	71
	(अच.बी.नं. 52)	8//19/1/2/2	00	00	93
		50//7	00	00	60
		50//5	00	06	87

क्रम सं.	ग्राम का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6
		45//25/2	00	00	75
तहसील: मडलौडा			जिला: पानीपत		राज्य: हरियाणा
1	महियूदीनपुर थिराना (अच.बी.नं. 9)	84//9/2	00	01	02
		84//9/1	00	00	81
		117	00	01	08
		41//24	00	00	46
2	खंडरा (अच.बी.नं.10)	87//1	00	00	40
		332	00	02	28
		73//21	00	10	41
		72//25	00	12	99
		72//24	00	11	07
		72//23	00	13	37
		72//18	00	13	37
		72//13/2	00	06	27
		72//13/1	00	05	80
		72//8	00	12	07
		72//3	00	12	07
		68//23	00	12	07
		68//18	00	11	67
		68//13	00	05	28
3	ररकलां (अच.बी.नं. 29)	139//15/2	00	07	22
4	बोहली (अच.बी.नं.12)	185	00	08	54
		183	00	06	10
		196	00	03	40
		59//3	00	06	83
		59//4	00	01	91
		33//24	00	09	51
		33//25	00	02	83
		451	00	00	72
		33//16	00	02	41
		34//11	00	00	42

क्रम सं.	ग्रॉम का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6
		34//20	00	01	77
		34//8	00	00	34
		34//3	00	01	23
		203	00	01	51
		31//25/1	00	02	76
		31//25/2	00	09	79
		30//21	00	06	14
		30//22/1	00	03	23
		30//22/2	00	04	03
तहसील: ईसराना		जिला: पानीपत	राज्य: हरियाण		
1	कारद (अेच.बी.नं. 01)	93//11/2	00	05	73
2	ईसराना (अेच.बी.नं.6667)	64//13/1/2/1	00	05	30
		64//13/1/2/2	00	00	50
		13//1/2/3	00	00	24

[फा. सं. एल-14014/241/2022-जीपी-II(E-45342)]

रामजीलाल मीणा, अवसर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 12th January, 2026

S.O. 91.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1038 (E) dated the 2nd March 2023, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated the 3rd March 2023, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline in State of Haryana for the transportation of Natural Gas through Rohtak-Panipat Pipeline (trunk pipeline expanded up-to Panipat for Mehsana- Bathinda Pipeline) by GSPL INDIA GASNET LIMITED (GIGL);

And whereas copies of the said Extra Ordinary Gazette notification were made available to the public up to 20.03.2023.

And whereas the competent authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

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

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

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in GSPL INDIA GASNET LIMITED (GIGL), free from all encumbrances.

GSPL INDIA GASNET LIMITED (GIGL) shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipeline.

SCHEDULE

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq.Mt.
1	2	3	4	5	6
TEHSIL: GOHANA			DISTRICT: SONIPAT		STATE: HARYANA
1	REWARA (H.B. NO. 70)	56//4/2/2	00	03	60
		75//4/1	00	00	40
SUB-TEHSIL: KHANPUR			DISTRICT: SONIPAT		STATE:HARYANA
1	CHIDANA (H.B.No.52)	69//9/2	00	06	71
		8//19/1/2/2	00	00	93
		50//7	00	00	60
		50//5	00	06	87
		45//25/2	00	00	75
TEHSIL: MADHOULDA			DISTRICT: PANIPAT		STATE:HARYANA
1	MAHIYUDINPUR THIRANA (H.B.No.52)	84//9/2	00	01	02
		84//9/1	00	00	81
		117	00	01	08
		41//24	00	00	46
2	KHANDARA (H.B.No.10)	87//1	00	00	40
		332	00	02	28
		73//21	00	10	41
		72//25	00	12	99
		72//18	00	13	37
		72//13/2	00	06	27
		72//13/1	00	05	80
		72//8	00	12	07
		72//3	00	12	07
		68//23	00	12	07
		68//18	00	11	67
		68//13	00	05	28
3	RER KALAN (H.B. NO. 29)	139//15/2	00	07	22
4	BOHALI (H.B.No.12)	185	00	08	54
		183	00	06	10
		196	00	03	40
		59//3	00	06	83

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq.Mt.
1	2	3	4	5	6
	BOHALI (H.B.No.12)	59//4	00	01	91
		33//24	00	09	51
		33//25	00	02	83
		451	00	00	72
		33//16	00	02	41
		34//11	00	00	42
		34//20	00	01	77
		34//8	00	00	34
		34//3	00	01	23
		203	00	01	51
		31//25/1	00	02	76
		31//25/2	00	09	79
		30//21	00	06	14
		30//22/1	00	03	23
		30//22/2	00	04	03
TEHSIL: ISHRANA		DISTRICT: PANIPAT	STATE:HARYANA		
1	KARAD (H.B.No.01)	93//11/2	00	05	73
2	ISHRANA (H.B.No.6667)	64//13/1/2/1	00	05	30
		64//13/1/2/2	00	00	50
		13//1/2/3	00	00	24

[F. No. L-14014/241/2022-GP-II(E-45342)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 15 जनवरी, 2026

का.आ. 92.—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 महाराष्ट्र 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 : डहाणू		जिला : पालघर			राज्य : महाराष्ट्र
क्र.सं.	गांव का नाम	धारा 6(1) और 6(4) की का. आ. संख्या एवं दिनांक			प्रचालन समाप्ति का दिनांक
1	2	3			4
1	दापचरी	2771(अ)	दिनांक	30-09-2015	31-10-2017
2	ब्राम्हणवाडी	2771(अ)	दिनांक	30-09-2015	31-10-2017
		1836(अ)	दिनांक	01-05-2018	31-10-2017
3	पडी	2771(अ)	दिनांक	30-09-2015	31-10-2017

4	पुंजावे	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
5	सासवंद	2771(अ)	दिनांक	30-09-2015	28-01-2023
		138 (अ)	दिनांक	28-12-2022	28-01-2023
6	चिंचले	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
		2528 (अ)	दिनांक	25-06-2024	25-07-2024
7	धानिवरी	2771(अ)	दिनांक	30-09-2015	31-10-2017
		1836(अ)	दिनांक	01-05-2018	31-10-2017
8	देऊर	2771(अ)	दिनांक	30-09-2015	31-10-2017
9	दहीगांव	2771(अ)	दिनांक	30-09-2015	31-10-2017
10	अवघापी	2771(अ)	दिनांक	30-09-2015	31-10-2017
11	विहलवेडे	2771(अ)	दिनांक	30-09-2015	31-10-2017
		1609(अ)	दिनांक	12-04-2018	31-10-2017
12	चारोटी	2771(अ)	दिनांक	30-09-2015	31-10-2017
13	भराड	2771(अ)	दिनांक	30-09-2015	31-10-2017
14	घोल	2771(अ)	दिनांक	30-09-2015	31-10-2017
15	कोल्हान	2771(अ)	दिनांक	30-09-2015	31-10-2017
16	तवे	2771(अ)	दिनांक	30-09-2015	31-10-2017
मंडल/तहसील/तालुका : पालघर		जिला : पालघर		राज्य : महाराष्ट्र	
1	बन्हाणपूर	2771(अ)	दिनांक	30-09-2015	31-10-2017
1	2	3	4		
2	सोमटे	2771(अ)	दिनांक	30-09-2015	31-10-2017
		3393(अ)	दिनांक	27-10-2016	31-10-2017

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

[फा. सं. एल-14014/49/2018-जीपी-II(ई-44293)]

रामजीलाल मीणा, अवर सचिव

New Delhi, the 15th January, 2026

S.O. 92.—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: Dahanu		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	Dapchari	2771(E)	Date	30-09-2015	31-10-2017
2	Bramhanwadi	2771(E)	Date	30-09-2015	31-10-2017
		1836(E)	Date	01-05-2018	31-10-2017
3	Pardi	2771(E)	Date	30-09-2015	31-10-2017
4	Punjave	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
5	Saswand	2771(E)	Date	30-09-2015	28-01-2023
		138 (E)	Date	28-12-2022	28-01-2023
6	Chinchale	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
		2528 (E)	Date	25-06-2024	25-07-2024
7	Dhanivari	2771(E)	Date	30-09-2015	31-10-2017
		1836(E)	Date	01-05-2018	31-10-2017
8	Devur	2771(E)	Date	30-09-2015	31-10-2017
9	Dahigaon	2771(E)	Date	30-09-2015	31-10-2017
10	Avdhani	2771(E)	Date	30-09-2015	31-10-2017
11	Vivalvedhe	2771(E)	Date	30-09-2015	31-10-2017
		1609(E)	Date	12-04-2018	31-10-2017
12	Charoti	2771(E)	Date	30-09-2015	31-10-2017
13	Bharad	2771(E)	Date	30-09-2015	31-10-2017
14	Ghol	2771(E)	Date	30-09-2015	31-10-2017
15	Kolhan	2771(E)	Date	30-09-2015	31-10-2017
16	Tawe	2771(E)	Date	30-09-2015	31-10-2017
Mandal/Tehsil/ Taluk: Palghar		District : Palghar			State : Maharashtra
1	Barhanpur	2771(E)	Date	30-09-2015	31-10-2017
1	2	3			4
2	Somate	2771(E)	Date	30-09-2015	31-10-2017
		3393(E)	Date	27-10-2016	31-10-2017

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. 93.—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 महाराष्ट्र राज्य में ईंधन 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 : खालापूर		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	पालीबुद्रुक	393(अ)	दिनांक 27-01-2016	27-01-2023
		1747(अ)	दिनांक 18-04-2018	27-01-2023
		6145(अ)	दिनांक 27-12-2022	27-01-2023
2	भिलवले	393(अ)	दिनांक 27-01-2016	27-01-2023
		1752(अ)	दिनांक 18-04-2018	27-01-2023
		6145(अ)	दिनांक 27-12-2022	27-01-2023
3	वावंढल	1209(अ)	दिनांक 21-03-2016	25-07-2024
		1396(अ)	दिनांक 07-04-2016	25-07-2024
		1749(अ)	दिनांक 18-04-2018	25-07-2024
		2530(अ)	दिनांक 25-06-2024	25-07-2024
4	कांदरोली तर्फ वनखल	1209(अ)	दिनांक 21-03-2016	27-01-2023
		1396(अ)	दिनांक 07-04-2016	27-01-2023
		1747(अ)	दिनांक 18-04-2018	27-01-2023
		6145(अ)	दिनांक 27-12-2022	27-01-2023
5	आसरे	1209(अ)	दिनांक 21-03-2016	27-01-2023
		1396(अ)	दिनांक 07-04-2016	27-01-2023
		1747(अ)	दिनांक 18-04-2018	27-01-2023
		6145(अ)	दिनांक 27-12-2022	27-01-2023
6	धारणी	1085(अ)	दिनांक 10-03-2016	31-03-2018
		2208(अ)	दिनांक 21-06-2016	31-03-2018
		1748(अ)	दिनांक 18-04-2018	31-03-2018
7	माजगांव	1085(अ)	दिनांक 10-03-2016	27-01-2023
		2208(अ)	दिनांक 21-06-2016	27-01-2023
		1746(अ)	दिनांक 18-04-2018	27-01-2023
		1748(अ)	दिनांक 18-04-2018	27-01-2023
		6145(अ)	दिनांक 27-12-2022	27-01-2023
8	पौंद	393(अ)	दिनांक 27-01-2016	31-03-2018
		1745(अ)	दिनांक 18-04-2018	31-03-2018
9	माडप	1209(अ)	दिनांक 21-03-2016	25-07-2024
		1396(अ)	दिनांक 07-04-2016	25-07-2024
		1747(अ)	दिनांक 18-04-2018	25-07-2024
		4046(अ)	दिनांक 17-08-2018	25-07-2024

		6145(अ)	दिनांक	27-12-2022	25-07-2024
		2532(अ)	दिनांक	25-06-2024	25-07-2024
10	खरसुंजी	1209(अ)	दिनांक	21-03-2016	27-01-2023
		1396(अ)	दिनांक	07-04-2016	27-01-2023
		4046(अ)	दिनांक	17-08-2018	27-01-2023
		6145(अ)	दिनांक	27-12-2022	27-01-2023
11	होराळे	1209(अ)	दिनांक	21-03-2016	27-01-2023
		1396(अ)	दिनांक	07-04-2016	27-01-2023
		1747(अ)	दिनांक	18-04-2018	27-01-2023
		1749(अ)	दिनांक	18-04-2018	27-01-2023
		1751(अ)	दिनांक	18-04-2018	27-01-2023
		6145(अ)	दिनांक	27-12-2022	27-01-2023
12	आपटी	393(अ)	दिनांक	27-01-2016	27-01-2023
		6145(अ)	दिनांक	27-12-2022	27-01-2023
13	गोरठण खुर्द	393(अ)	दिनांक	27-01-2016	18-05-2023
		2113(अ)	दिनांक	18-04-2023	18-05-2023
14	स्वाली	1209(अ)	दिनांक	21-03-2016	27-01-2023
		1396(अ)	दिनांक	07-04-2016	27-01-2023
		6145(अ)	दिनांक	27-12-2022	27-01-2023
15	नंदनपाडा	1209(अ)	दिनांक	21-03-2016	30-04-2018
		1396(अ)	दिनांक	07-04-2016	30-04-2018
16	जांभिवली	1209(अ)	दिनांक	21-03-2016	30-04-2018
		1396(अ)	दिनांक	07-04-2016	30-04-2018
		1747(अ)	दिनांक	18-04-2018	30-04-2018
		1752(अ)	दिनांक	18-04-2018	30-04-2018

पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 17 के अंतर्गत संरचित पेट्रोलियम और खनिज पाइपलाइन (भूमि में 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. 93.—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: Khalapur		District : Raigad	State : Maharashtra
Sl.	Village	S.O. No. and Date of Notification under	Date of Termination

No.		sub-section (1) & (4) of Section 6			of Operation
1	2	3			4
1	Palibudruk	393(E)	Date	27-01-2016	27-01-2023
		1747(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
2	Bhilvale	393(E)	Date	27-01-2016	27-01-2023
		1752(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
3	Vavandhal	1209(E)	Date	21-03-2016	25-07-2024
		1396(E)	Date	07-04-2016	25-07-2024
		1749(E)	Date	18-04-2018	25-07-2024
		2530(E)	Date	25-06-2024	25-07-2024
4	Kandhroli Tarf Vankhal	1209(E)	Date	21-03-2016	27-01-2023
		1396(E)	Date	07-04-2016	27-01-2023
		1747(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
5	Asare	1209(E)	Date	21-03-2016	27-01-2023
		1396(E)	Date	07-04-2016	27-01-2023
		1747(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
6	Dharni	1085(E)	Date	10-03-2016	31-03-2018
		2208(E)	Date	21-06-2016	31-03-2018
		1748(E)	Date	18-04-2018	31-03-2018
7	Majgaon	1085(E)	Date	10-03-2016	27-01-2023
		2208(E)	Date	21-06-2016	27-01-2023
		1746(E)	Date	18-04-2018	27-01-2023
		1748(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
8	Paund	393(E)	Date	27-01-2016	31-03-2018
		1745(E)	Date	18-04-2018	31-03-2018
9	Madap	1209(E)	Date	21-03-2016	25-07-2024
		1396(E)	Date	07-04-2016	25-07-2024
		1747(E)	Date	18-04-2018	25-07-2024
		4046(E)	Date	17-08-2018	25-07-2024
		6145(E)	Date	27-12-2022	25-07-2024
		2532(E)	Date	25-06-2024	25-07-2024
10	Kharsundi	1209(E)	Date	21-03-2016	27-01-2023
		1396(E)	Date	07-04-2016	27-01-2023
		4046(E)	Date	17-08-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
11	Horale	1209(E)	Date	21-03-2016	27-01-2023
		1396(E)	Date	07-04-2016	27-01-2023
		1747(E)	Date	18-04-2018	27-01-2023
		1749(E)	Date	18-04-2018	27-01-2023
		1751(E)	Date	18-04-2018	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
12	Apti	393(E)	Date	27-01-2016	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
13	Gorthan Khurd	393(E)	Date	27-01-2016	18-05-2023

		2113(E)	Date	18-04-2023	18-05-2023
14	Swali	1209(E)	Date	21-03-2016	27-01-2023
		1396(E)	Date	07-04-2016	27-01-2023
		6145(E)	Date	27-12-2022	27-01-2023
15	Nandanpada	1209(E)	Date	21-03-2016	30-04-2018
		1396(E)	Date	07-04-2016	30-04-2018
16	Jambhivali	1209(E)	Date	21-03-2016	30-04-2018
		1396(E)	Date	07-04-2016	30-04-2018
		1747(E)	Date	18-04-2018	30-04-2018
		1752(E)	Date	18-04-2018	30-04-2018

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, 3 फरवरी, 2026

का.आ. 94.—दिनांक 09.05.2024 को भारत के असाधारण राजपत्र में प्रकाशित दिनांक 09.05.2024 की भारत सरकार की अधिसूचना संख्या का.आ. 1971(अ) के आंशिक संशोधन और पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (इसमें इसके बाद उक्त अधिनियम कहा गया है) की धारा 2 के खंड (क) के अनुसरण में भारत सरकार एतद्वारा, बिहार राज्य में मैसर्स गेल (इंडिया) लिमिटेड की सभी पाइपलाइन परियोजनाओं के लिए पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम, 1962 के तहत श्री राघवेन्द्र प्रताप सिंह, भूमि सुधारउप समाहर्ता, पटनासदर, बिहारसरकार को श्रीसुनील कुमार झा, उप विकास आयुक्त (सेवानिवृत्त), बिहार सरकार के स्थान पर अतिरिक्त प्रभार के आधार पर, सक्षम प्राधिकारी के कार्यों का निर्वहन करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना इसके जारी होने की तिथि से प्रभावी होगी।

[फा. सं. एल.-14014/101/2017-जी.पी.-II(ई-49077)]

रामजी लाल मीना, अवर सचिव

New Delhi, the 3rd February, 2026

S.O. 94.—In partial modification of Government of India notification no. S.O. 1971(E) dated 09.05.2024 published in the Extraordinary Gazette of India dated 09.05.2014 and in pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter called the said Act), the Government of India hereby authorizes Shri Raghvendra Pratap Singh, Land Reform Deputy Collector, Patna Sadar, Government of Bihar in place of Shri Sunil Kumar Jha, Deputy Development Commissioner (Retired), Government of Bihar to perform the functions of Competent Authority under the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, on additional charge basis for all Pipeline Projects of M/s GAIL (India) Limited in the State of Bihar.

2. This notification will be effective from the date of its issue.

[F. No. L-14014/101/2017-GP-II(E-49077)]

RAMJI LAL MEENA , Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 27 जनवरी, 2026

का.आ. 95.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 अहमदनगर के पंचाट (06/2017) प्रकाशित करती है।

[सं. एल.-12025/01/2026-आई.आर.(बी-1)-30]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 27th January, 2026

S.O. 95.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.06/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-30]

SALONI, Dy. Director

ANNEXURE

IN THE SECOND LABOUR COURT AT AHMEDNAGAR.

(Before Abhijeet G. Deshmukh, Presiding Officer)

Reference (I.D.A.) No. 06 / 2017.

(CNR – MHLC-160000672017)

The Regional Manager,
Central Bank of India,
Regional Office, 173,
Tilak Road,
Ahmednagar – 414001.

...

First party.

VERSUS

Balasaheb Baban Tilekar,
Post Shamsherpur,
Tal. Akole, Ahmednagar.

...

Second party.

APPEARANCE :-

Smt. T.T. Kakad, Ld. Adv. for the first party.

Shri. K.Y. Modgekar, Ld. Advocate for the second party.

AWARD

(Dated : 31/08/2024)

1. The present reference is filed under the Industrial Disputes Act, 1947, for adjudication of the dispute between the parties who are referred as first party (the employer) and second party (the employee) accordingly.

2. The case of the second party – workman as per his statement of claim Exh. U-1 is that the first party i.e. the Central Bank of India is a nationalized bank with hundreds of branches across the country and having thousands of employees working in it. There are independent Service Rules for the employees of the first party Bank. As per the said Service Rules, the first party Bank is required to allow permanency to the workers who had worked for 60 days, and at present, the workers who have worked for 45 days, must be allowed permanency. The work of Sweeper is essential and that of permanent nature. It is further contended by the second party that he worked as a Sweeper in Samsheerpur Branch since January-1999 on daily wages. He was initially paid Rs. 20/- on vouchers. Appointment letter and pay slips were not given to the daily wage workers. The second party was illegally terminated w.e.f. 30.06.2001. His entire service was continuous and clean. He is eligible for permanency in service as per the Service Rules.

3. It is further contended by the second party that advertisements are published from time to time by the first party Bank for recruitment. Temporary and daily wage employees of the first party bank were only required to apply at the time of these advertisements. Temporary and casual employees are also entitled to apply for permanent

appointment, if the concerned employees possess the requisite qualification i.e. caste category. The first party bank has permanent staff of Sweepers and, pay, leave, vacations and other benefits are provided as per Service Rules to them. However, daily wage workers and temporary workers are paid nominal wages. There is no difference between the work of permanent Sweeper and daily wage Sweeper.

4. It is further contended by the second party workman that, he raised the dispute of his oral termination dated 30.06.2001, and hence, the Manager allowed him to resume on duty at Samsheerpur Branch w.e.f. 22.11.2011. His entire service from 22.11.2011 to 31.07.2015 is continuous and clean. He has rendered 240 of continuous service in the preceding 12 months prior to his oral termination dated 01.08.2015. Show cause notice or charge sheet was not issued to the second party workman. Departmental enquiry was also not conducted against him. Seniority list was also not published by the first party. His juniors are still in service with the first party. His last pay is Rs. 100/- per day. The first party paid his wages on vouchers during his service tenure. He was terminated illegally without following due process of law.

5. It is further contended by the second party workman that workers are not paid equal pay for equal work. After his termination, the second party workman failed to get the employment, despite several attempts for getting employment. Hence, it is prayed to declare the oral termination of the second party dated 01.08.2015 as illegal, improper, contrary to natural justice, and direct the first party to reinstate him in service along with continuity and full back wages.

6. The first party appeared and resisted the statement of claim by filing written statement at Exh. C-7. All the contentions of the second party in the statement of claim are denied by the first party. It is contended by the first party that the statement of claim is not true and correct. No cause of action has arisen for filing the present dispute. There is no employer-employee relationship between the second party and the first party. The second party has never worked as a temporary or permanent worker with the first party. Recruitment of all the posts of the first party is done through advertisement and examination. There is no Service Rules regarding permanency of a workman who has served / worked for 60 days or 45 days. The first party publishes regular advertisement for recruitment of employees as per requirement. The said advertisement mentions the qualification for each post, and any eligible person can apply for that post as per the procedure given in the advertisement. Candidates who qualify in the examination are recruited as per the merit list. The second party has not participated in any recruitment process and has not been selected as its employee. The second party was called only as and when the work is available. The second party himself stopped doing work with the first party. Hence, claim of the second party deserves to be rejected. Accordingly, the first party prayed to answer the reference in negative.

7. The issues framed by my learned Predecessor, along with the findings thereon and the reasons therefor are as under :-

Sr. No.	Issues	Findings
1	Does the second party (workman) prove that the first party has illegally and improperly terminated his services vide order dated 01.08.2015, violating the statutory provisions of the Industrial Disputes Act, 1947?	Yes.
2	Whether the second party (workman) is entitled for the relief of reinstatement in service with full back wages and continuity of services w.e.f. 01.08.2015?	No. But, entitled for compensation.
3	What Award?	As per final award.

REASONS

As to issue Nos. 1 to 3:-

8. In support of his contentions, the second party workman has filed his affidavit of examination-in-chief at Exh. U-13, and has reiterated all the contentions of his statement of claim. The second party has filed documents on record along with lists of documents at Exh. U-15 viz; the certificate issued by the first party dated 11.09.2015, copy of correspondence letter dated 02.02.2002, at Exh. U-18, copy of letter dated 05.07.2021, at Exh. U-22, copy of agreement dated 09.08.2012, copies of two letters dated 14.08.2012, copy of Union's letter dated 31.07.2023, at Exh. U-28, copy of order dated 16.04.2024 in Special Leave to Appeal (C) No. 8130 / 2024 of the Hon'ble Supreme Court. The second party has also filed documents on record along with lists at Exh. U-25, U-12 and Exh. U-20.

9. On the contrary, the first party has filed affidavit of examination-in-chief of Mr. Rajesh Uttamrao Gavit,

Branch Manager of the first party, and have filed documents along with the list at Exh. C-17 viz; copy of Rules of Record Maintenance of the Bank (Updated up to Dec-2022).

10. The facts admitted by the second party in his cross-examination are as under :-

- 1) Before employing him, his interview was not conducted by the first party bank.
- 2) Appointment letter was not given to him in the year, 1999. There is no written agreement of service in between the first party and himself.
- 3) He was working on daily wage basis with the first party.
- 4) At the time of the recruitment after advertisement, exemption / facility is given to the daily wage workers. However, daily wage workers were required to apply as per the advertisement, and after conducting written and oral tests, the eligible candidates were recruited.
- 5) The first party bank had published an advertisement in the year 2013. (He cannot say whether the said advertisement got cancelled or not.)
- 6) Daily wage workers have no right to sign on muster-roll.
- 7) He was allotted the work as per availability.
- 8) He had no right to perform written work in record of the first party bank.
- 9) His brother is working with the first party bank, and previously his brother was working at Shamsherpur Branch of the first party bank.
- 10) Peon Notebook (चपरासी वही) is a property of the first party bank.

11. The facts admitted by the witness of the first party Mr. Rajesh Uttamrao Gavit, Branch Manager in his cross-examination are as under :-

- 1) The first service tenure of the second party as daily wage worker was from January-1999 to 30.06.2001, and the second service tenure was from 22.11.2011 to 31.07.2015.
- 2) At present, there are three employees working at Shamsherpur Branch including one Officer, one Clerk, and himself (the witness).
- 3) Excluding these three employees, Mr. Vijay Mengale and Sharifa Shaikh are called as and when the work is available.
- 4) He cannot say about the mode of payment (wages) of the second party.
- 5) Vouchers are destroyed after every 10 years. Entry of vouchers is available in the Cash Book. A register is maintained about the destroyed record.
- 6) After Advertisement, Examination and Interview are conducted for recruitment on permanent posts. Vacant post is necessary for recruitment process.
- 7) Special campaign was run by the Head Office of the first party to allow permanency to the daily wage workers, and eligible workers were made permanent.
- 8) Timing of the Branch of the bank is from 10:00 a.m. to 06:00 p.m., and cleanliness is necessary for the bank.
- 9) Vouchers are the only evidence to show the payment of the second party workman. Expenditures are shown in the Cash Books.

12. Having regard to all these oral as well as documentary evidence on record, and after perusal of Statement of Claim and Written Statement, the factual position of the case is summarized as under :-

- 1) The second party workman has worked on daily wages basis with the first party bank for a period from January-1999 to 30.06.2001, and thereafter, from 22.11.2011 to 31.07.2015.
- 2) The second party workman was not appointed by any written order or by adopting recruitment process.
- 3) The second party workman had no right to sign on muster-roll.
- 4) Payment (wages) of the second party workman was drawn on vouchers.
- 5) Lastly, the Second party workman was getting Rs. 100/- per day as wages.
- 6) Vouchers are destroyed after 10 years.
- 7) Entries of vouchers are available in cash books.
- 8) After the alleged termination of the second party, two other persons (employees) were called for work of cleanliness in the first party bank.

9) The second party workman has been terminated orally without issuing any notice or charge-sheet or without conducting any enquiry.

13. In cross-examination of the second party, nothing is come on record to disbelieve the contentions of the second party that he was worked for more than 240 days in 12 months preceding his oral termination. Moreover, witness of the first party has admitted in his cross-examination that the entries of vouchers were available in the Cash books. In this situation, the first party could have filed copies of the Cash Books on record to show that the second party has worked or not for more than 240 days in 12 months preceding his termination. The first party has failed to file any document on record to show that the second party has not worked for more than 240 days in preceding 12 months of his termination. The first party has only filed its Rules regarding maintenance of its record.

14. The copies of the Cash Book are expected to be in custody of the first party, and it was for the first party to produce the same. In such circumstances, non-production of the Cash Books by the first party leads to drawn adverse inference that if the same had been produced, it would have supported to the contentions of the second party. Moreover, there is no contentions of the first party that it is ready to get the second party resumed on duty. Therefore, contentions of the second party that he was orally terminated, can be accepted as proved.

15. The first party failed to produce Cash Book or any other document disclosing that the second party did not work with it 240 days preceding his alleged oral termination dated 01.08.2015. Moreover, perusal of documents filed by the second party along with the list at Exh. U-12, specifically the documents at Sr. Nos. 9 and 10, clearly disclose that the second party workman had worked for more than 240 days in 12 months preceding his oral termination dated 30.06.2001. As per the said documents, details of working days of the second party for the preceding 12 months are as under :-

Sr. No.	Month and years.	Working Days.
1	July – 2000.	26
2	August – 2000.	25
3	September – 2000.	25
4	October – 2000.	22
5	November – 2000.	25
6	December – 2000.	24
7	January – 2001.	26
8	February – 2001.	22
9	March – 2001.	24
10	April – 2001.	20
11	May – 2001.	25
12	June – 2001.	10
	Total :-	274.

16. It is also contention of the second party workman that the daily wage workers who had worked for more than 65 or 45 days, were made permanent in service. However, there is noting on record to establish the said alleged fact. The second party failed to prove the said alleged fact by adducing oral or documentary evidence.

17. It appears that the first party had conducted recruitment process during the period of daily wage service of the second party. However, nothing is available to disclose that the second party participated and got selected in the said recruitment process. Thus, it can not be kept out of consideration that the second party had opportunity to participate in the recruitment process through a regular mode.

18. Now, turning towards the legal aspects involved in the case, it is necessary to reproduce relevant Section of the Industrial Disputes Act, 1947, which is as under :-

“Section 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.”

19. Learned Advocate on behalf of the second party workman has relied upon the following case laws :-

1) **H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.** In the said case, the Hon'ble Supreme Court observed as under :-

“13. We hold that the appellant is entitled to succeed. We set aside the order of the Industrial Tribunal and hold that the striking off the name of the appellant from List II amounted to retrenchment under Section 2(o) of the Act and was in violation of Section 25-F. We direct the first respondent-bank to enlist the appellant as a regular employee, as Tikke Mazdoor, to reinstate him and pay him his back wages up-to-date. The appeal is allowed with costs quantified at Rs. 3,000.”

2) **Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.** In the said case, the Hon'ble Bombay High Court observed as under :-

“10. - - - - - . We have then the evidence of Madhav Narayan Nair, Administrative Officer of the petitioners. He has also deposed that the seniority list displayed on 11th February, 1985 was in respect of Junior Assistants in the Accounts Department. Since the list which was displayed was only in respect of the Junior Assistants in the Accounts Department, the same would not comply with the mandatory requirement of Rule 81 of the Industrial Disputes (Bombay) Rules, 1957 and Section 25G of the Industrial Disputes Act. Rule 81 of the Industrial Disputes (Bombay) Rules enjoins upon the employer before effecting retrenchment to prepare a list of workmen in the particular category from which retrenchment is contemplated arranged according to the seniority or their service in that category. The object of the Rule is apparent. It is to ensure the due compliance of Section 250 i.e. last come first go. In the present case what has been done is a display of seniority list only of the Accounts Department and not in respect of Junior Assistants of the other departments of the petitioner Company. The provisions of Rule 81 are mandatory and, therefore, breach of the same would render the retrenchment invalid. The order of retrenchment of Respondents No. 1 to 8 will, therefore, have to be quashed.

11. There is yet another ground on which the impugned order of retrenchment deserves to be quashed. It is common ground that while effecting the impugned retrenchment, the petitioners have paid retrenchment compensation calculated on the basis of the monthly wages for 30 days and not 26 days. It is contended on behalf of the retrenched workers that this amounts to short payment which is equivalent to no payment and hence the impugned retrenchment is invalid as having been made with undue haste and not in good faith.”

3) **Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.** In the said case, the Hon'ble Allahabad High Court observed as under :-

“11. Provisions of Section 25 of the Industrial Disputes Act were, therefore, necessarily to be followed by the employer before issuance of the order dated 16.7.82. The petitioner was retrenched and his retrenchment was made without following the mandate contained in Section 25-F of the Industrial Disputes Act. That being so, the retrenchment of the petitioner is void and cannot be supported in law.”

4) **Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).** In the said case, the Hon'ble Bombay High Court observed as under :-

“11. It therefore follows that the mode or manner of entry into service is one of the relevant factors to be considered here and distinction between cases of prayer for regularisation & reinstatement being made earlier is now not available after the constitutional bench verdict of Hon. Apex Court in case of Secretary, State of Karnataka .vrs. Umadevi (supra). In public employment therefore mere violation of S. 25F or S.25G or S.25H by itself may not be sufficient to sustain reinstatement if employment is not secured in accordance with relevant rules for recruitment or Art. 14 of the Constitution Of India.”

However, in the said case, it has also been observed that -

“But then if it is proved by the complainant/employee that after terminating him in violation of S.25F or without publishing seniority list as required by the Rule 77 or 81 of Industrial Dispute Rules (Central or State), the work continued or his juniors were retained in service, and he could have performed work had he not been terminated, the grant of relief of reinstatement is justified.”

5) **Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.** In the said case, the Hon'ble Supreme Court observed as under :-

“12. In the present case the first inquiry resulted in a report which came to the conclusion that the charge of misconduct was not substantiated. Upon finding that the convening of a fresh inquiry without recording reasons was contrary to law, the High Court would have ordinarily granted liberty to the Municipal Council to take a fresh decision after due notice to the appellant. Such a course of action was, however, rendered impracticable by supervening events. The writ petition instituted by the appellant before the High Court in 1996 remained pending for nearly eighteen years. The appellant had been removed from service on 29 June 1996. Considering the lapse of time, reopening the proceedings would not be expedient in the interest of justice particularly when the appellant had, in the meantime, attained the age of superannuation in 2005. Relegating the appellant to a protracted course of action by restoring the proceedings before the disciplinary authority would also not be fair and proper after a lapse of nearly fourteen years since his retirement.

13. Having due regard to the principles which have been enunciated in *Deepali Surwase* by this Court, the High Court was not, in our view, justified in denying the back-wages to the appellant altogether. Bearing in mind the circumstances which have been noted above, a lumpsum compensation should be directed to be paid.”

6) **Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.** In the said case, the Hon'ble Supreme Court observed as under :-

“9. It is true that the rule of 'first come, last go' in section 6-P could be deviated from by an employer because the section uses the word 'ordinarily'. It is, therefore, permissible for the employer to deviate from the rule in cases of lack of efficiency or loss of confidence etc., as held in *M/s. Swadesamitran Limited, Madras v. Their Workmen*, [1960] 3 SCR 144. But the burden will then be on the employer to justify the deviation. No such attempt has been made in the present case. Hence, it is clear that there is clear violation of Section 6-P of the U.P. Act.”

7) **General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.** In the said case, the Hon'ble Bombay High Court observed as under :-

“Now, if this test is applied to the present case, it can very well be said that respondent No. 1, who was appointed as a part-time sweeper and was required to do manual and unskilled work is a 'workman' within the meaning assigned to the said terms in the Act and as he worked for more than 240 days in a year, the provisions of Section 25F of the Act are applicable to the case in hand and as neither any notice, as contemplated under Section 25F of the Act, was served upon the respondent No. 1 nor he was paid compensation in lieu of the said notice, nor was paid retrenchment compensation, it cannot be said that the provisions of Section 25F of the Act were duly complied with. It has been time and again held by this Court as well as by the Apex Court that the non-compliance of the mandatory provisions of Section 25F of the Act would render the termination of service void ab initio. I am fortified in this view by a decision of the Apex Court in the case in *Mohanlal v. Management of M/s. Bharat Electronics Ltd.*, (1981) 3 SCC 225 : (1981) Lab IC 806.”

8) **Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.** In the said case, the Hon'ble Supreme Court observed as under :-

“15. Therefore, in view of the above said case, the learned single Judge in exercise of its powers under Articles 226 and 227 of the Constitution of India erroneously interfered with the award of reinstatement and future salary from the date of award till date of reinstatement as rightly passed by the Labour Court recording valid and cogent reasons in answer to the points of dispute holding that the workman has worked from 1.1.1987 to 1.4.1992 and that non-compliance of the mandatory requirements under Sections 25F, 25G and 25H of the Act by the respondent-Department rendered its action of termination of the services of the workman as void ab initio in law and instead the High Court erroneously awarded a compensation of Rs. 1,50,000/- in lieu of reinstatement. - - - - -.”

9) **Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.** In the said case, the Hon'ble Delhi High Court observed as under :-

“When a particular fact is within the special knowledge of the opposite party, the burden to prove the same lies upon the opposite party in terms of section 106 of the Indian Evidence Act, 1872, even if the same has been pleaded by other party.”

10) **Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.** In the said case, the Hon'ble Madhya Pradesh High Court observed as under :-

“If the party possesses best evidence and is not produced before the Court, an adverse inference can be drawn under the Evidence Act against such a party.”

11) **Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.** In the said case, the Hon'ble Bombay High Court observed as

under :-

*“19. It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in **Umadevi** (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.”*

12) **Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.** In the said case, the Hon'ble Bombay High Court has observed as under :-

“25. The Apex Court in MSRTC (supra) has clearly observed that the issue relating to unfair labour practices was neither referred nor considered or decided in Uma Devi's case and therefore, the ruling in., Uma Devi (supra) does not denude the Industrial and Labour Courts of their statutory power under section 30 read with section 32 of the MRTUP and PULP Act to order permanency of the workers who have been victim of unfair labour practice on the part of the employer under Item 6 of Schedule IV. The Apex Court in fact, held that Uma Devi (supra) 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 a case of unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

13) **K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.** In the said case, the Hon'ble Andhra Pradesh High Court observed as under :-

“ - - - - - . Thus, I find that the impugned termination orders are in violation of principles of natural justice. Without going to the respective merits of the case, I am inclined to allow this writ petition on the ground of contravention of principles of natural justice.”

14) **Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.** In the said case, the Hon'ble Bombay High Court Bench at Nagpur observed as under :-

“6. - - - - - . In the instant case, it is pertinent to note that the Labour Court had passed an order on 09/03/2009 directing the respondent No. 3 to file a reply to the Enquiry Officer's Report. The next two days i.e. 10th and 11th of March, 2009 were holidays and the respondent No. 3 became aware of the order only on 12/03/2009. But before he could file a reply, the petitioner-Company hurriedly issued the dismissal order on 13/03/2009, which was served on the respondent No. 3 on 17/03/2009. It is further required to be noted that the Complaint was pending and the respondent No. 3 had sought to amend the Complaint so as to incorporate a challenge to the dismissal order and had also filed an application for interim relief in respect of the said dismissal order. Both the Courts below in the said fact situation were right in coming to the conclusion that the petitioner-Company had sought to avoid filing its reply so that a covert action of dismissal could be taken against the respondent No. 3. Though, it is debatable whether the principles applicable in respect of Section 33 of the Industrial Disputes Act, would stricto sensu apply to the proceedings under the M.R.T.U. & P.U.L.P. Act, 1971, but the least that was expected from the petitioner-Company was that when the parties were before the Court and when an application for interim relief was pending, the petitioner-Company ought to have informed the Court of the action it proposes to take based on the enquiry officer's report. Having not done so, in my view, the Courts below were right in protecting the services of the respondent No. 3 pending the Complaint. The facts of the present case are such that the discretion exercised by the Courts below in granting the interim relief cannot be faulted with.”

20. Learned Advocate on behalf of the first party bank has relied upon the case of **Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806**. In the said case, the Hon'ble Supreme Court has observed as under:-

“ - - - - - . It has also led to persons who get employed, without the following of a regular procedure or even through the backdoor or on daily wages, approaching the Courts, seeking directions to make them permanent in their posts and to prevent to regular recruitment to the concerned posts. - - - - - . It is time, that Courts desist from issuing orders preventing regular selection or recruitment at the instance of such persons and from issuing directions for continuance of those who have not secured regular appointments as per procedure established. The passing of orders for continuance, tends to defeat the very Constitutional scheme of public employment. - - - - - .”

Thus, it becomes clear from the observation of the Hon'ble Supreme Court in the said case that the persons who did not enter the services through any open competition or selection process as required by the law, had no right to the post held by them or to be continued in service.

21. Having regard to all the legal as well as factual aspects involved in the matter as discussed herein above, and after giving thoughtful consideration to the observations of the Hon'ble Supreme Court and the Hon'ble High Courts in the above referred case laws, this Court is of the view that the provisions of the Industrial Dispute Acts are applicable to the first party, and the second party has completed 240 days in the preceding 12 months of his oral

terminations dated 30.06.2001 and dated 01.08.2015 and his terminations are without following mandatory provisions of the Industrial Disputes Act, 1947, which is illegal and improper termination violating the statutory provisions of the Industrial Disputes Act, 1947. Resultantly, issue No. 1 is answered affirmatively.

22. Considering the entire factual and admitted position of the present case as well as the provisions of law, reinstatement of the second party workman with the first party will not be appropriate. Instead of reinstatement, awarding a reasonable lump-sum amount of compensation to the second party workman would be just and appropriate. In view of the facts and circumstances of the case, taking into consideration last designation, last drawn wages, service tenure and age of the second party workman, in my considered view, awarding lump-sum compensation amount of Rs. 50,000/- to the second party workman would meet the ends of justice. Resultantly, issue No. 2 is answered accordingly. For issue No. 3, the following Award is passed.

AWARD

1. The reference is answered partly affirmative as under :-

- A. It is declared that the oral termination of the second party dated 30.06.2001 is illegal and improper.
 - B. The second party workman is entitled for lump-sum compensation amount of Rs. 50,000/-.
 - C. The first party is directed to pay compensation amount of Rs. 50,000/- to the second party workman.
 - D. The first party is hereby directed to comply the order within two months from the date of publication of the Award.
 - E. If the first party failed to comply the order within time, then the second party workman is entitled to simple interest at the rate of 6% per annum on the compensation amount of Rs. 50,000/-, from the date of this Award till its actual realization.
3. Four copies of this Award be sent to Regional Labour Commissioner, office of the Regional Labour Commissioner, 1, Kaul Building, Shankar Seth Road, Gururnanak Nagar, Pune – 411002 for publication and further necessary action.
4. No order as to costs.

A.G. DESHMUKH, Presiding Officer & Judge

नई दिल्ली, 27 जनवरी, 2026

का.आ. 96.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 अहमदनगर के पंचाट (10/2017) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1)-31]

सलोनी, उप निदेशक

New Delhi, the 27th January, 2026

S.O. 96.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 10/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-31]

SALONI, Dy. Director

ANNEXURE

IN THE SECOND LABOUR COURT AT AHMEDNAGAR.

(Before Abhijeet G. Deshmukh, Presiding Officer)

Reference (I.D.A.) No. 10 / 2017.

(CNR – MHLC-160002022017)

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

Aurangabad 5/5/72,
New Usmanpura,
Aurangabad – 431005.

2. Branch Manager,
Central Bank of India,
Kolhar Budruk Branch,
Po. Kolhar Budruk, Tq. Rahata,
Dist. Ahmednagar.

...

First party.**VERSUS**

Keru Suryabhan Borude,
Age : 39 years, Occu. : Nil,
At Kolhar Budruk, Po. Rahata,
Tq. Rahata, Dist. Ahmednagar.

...

Second party.**APPEARANCE :-**

Smt. T.T. Kakad, Ld. Adv. for the first party.

Shri. K.Y. Modgekar, Ld. Advocate for the second party.

AWARD**(Dated : 31/08/2024)**

- The present reference is filed under the Industrial Disputes Act, 1947, for adjudication of the dispute between the parties who are referred as first party (the employer) and second party (the employee) accordingly.
- The case of the second party – workman as per his statement of claim Exh. U-1 is that the first party i.e. the Central Bank of India is a nationalized bank with hundreds of branches across the country and having thousands of employees working in it. There are independent Service Rules for the employees of the first party Bank. As per the said Service Rules, the first party Bank is required to allow permanency to the workers who had worked for 60 days, and at present, the workers who have worked for 45 days, must be allowed permanency. The work of Sweeper is essential and that of permanent nature. It is further contended by the second party that he worked as a Sweeper in Samsherpur Branch since January-2005 on daily wages. He was initially paid Rs. 30/- on vouchers. Appointment letter and pay slips were not given to the daily wage workers. The second party was illegally terminated w.e.f. 12.02.2015. His entire service was continuous and clean. He is eligible for permanency in service as per the Service Rules.
- It is further contended by the second party that advertisements are published from time to time by the first party Bank for recruitment. Temporary and daily wage employees of the first party bank were only required to apply at the time of these advertisements. Temporary and casual employees are also entitled to apply for permanent appointment, if the concerned employees possess the requisite qualification i.e. caste category. The first party bank has permanent staff of Sweepers and, pay, leave, vacations and other benefits are provided as per Service Rules to them. However, daily wage workers and temporary workers are paid nominal wages. There is no difference between the work of permanent Sweeper and daily wage Sweeper.
- It is further contended by the second party workman that, his entire service from 2005 to 12.02.2015 is continuous and clean. He has rendered 240 of continuous service in the preceding 12 months prior to his oral termination dated 12.02.2015. Show cause notice or charge sheet was not issued to the second party workman. Departmental enquiry was also not conducted against him. Seniority list was also not published by the first party. His juniors are still in service with the first party. His last pay is Rs. 200/- per day. The first party paid his wages on vouchers during his service tenure. He was terminated illegally without following due process of law.
- It is further contended by the second party workman that workers are not paid equal pay for equal work. After his termination, the second party workman failed to get the employment, despite several attempts for getting employment. Hence, it is prayed to declare the oral termination of the second party dated 12.02.2015 as illegal, improper, contrary to natural justice, and direct the first party to reinstate him in service along with continuity and full back wages.
- The first party appeared and resisted the statement of claim by filing written statement at Exh. C-5. All the

contentions of the second party in the statement of claim are denied by the first party. It is contended by the first party that the statement of claim is not true and correct. No cause of action has arisen for filing the present dispute. There is no employer-employee relationship between the second party and the first party. The second party has never worked as a temporary or permanent worker with the first party. Recruitment of all the posts of the first party is done through advertisement and examination. There is no Service Rules regarding permanency of a workman who has served / worked for 60 days or 45 days. The first party publishes regular advertisement for recruitment of employees as per requirement. The said advertisement mentions the qualification for each post, and any eligible person can apply for that post as per the procedure given in the advertisement. Candidates who qualify in the examination are recruited as per the merit list. The second party has not participated in any recruitment process and has not been selected as its employee. The second party was called only as and when the work is available. The second party himself stopped doing work with the first party. Hence, claim of the second party deserves to be rejected. Accordingly, the first party prayed to answer the reference in negative.

7. The issues along with the findings thereon and the reasons therefor are as under :-

Sr. No.	Issues	Findings
1	Does the second party (workman) prove that the first party has illegally and improperly terminated his services w.e.f. 12.02.2015, violating the statutory provisions of the Industrial Disputes Act, 1947?	Yes.
2	Whether the second party (workman) is entitled for the relief of reinstatement in service with full back wages and continuity of services w.e.f. 12.02.2015?	No. But, entitled for compensation.
3	What Award?	As per final award.

REASONS

As to issue Nos. 1 to 3:-

8. In support of his contentions, the second party workman has filed his affidavit of examination-in-chief at Exh. U-14, and has reiterated all the contentions of his statement of claim. The second party has filed documents on record along with lists of documents at Exh. U-12 viz; copies of the certificates issued by the first party dated 30.01.2013 and 11.11.2011, copies of Circulars of the first party dated 14.08.2017, 14.08.2012 and 20.08.2012, at Exh. U-17 viz; copy of correspondence letter dated 05.07.2021, at Exh. U-24 viz; copy of order dated 16.04.2024 in Special Leave to Appeal (C) No. 8130 / 2024 of the Hon'ble Supreme Court. The second party has also filed total 15 documents on record along with lists at Exh. U-19.

9. On the contrary, the first party has filed affidavits of examination-in-chief of Mr. Rahul Ramnath Ghogre, Branch Manager of the first party at Exh. C-11, Ms. Sonali Jadhav, Manager at Exh. C-15, and have filed documents along with the list at Exh. C-14 viz; copy of Rules of Record Maintenance of the Bank (Updated up to Dec-2022).

10. I have also gone through the documents received from the Regional Labour Commissioner, Pune vide Inward No. 92 dated 28.02.2017.

11. The facts admitted by the second party in his cross-examination are as under :-

- 1) Before employing him, his interview was not conducted by the first party bank.
- 2) Appointment letter was not given to him in the year, 2005. There is no written agreement of service in between the first party and himself.
- 3) He was working on daily wage basis with the first party.
- 4) At the time of the recruitment after advertisement, exemption / facility is given to the daily wage workers. However, daily wage workers were required to apply as per the advertisement, and after conducting written and oral tests, the eligible candidates were recruited.
- 5) The first party bank had published an advertisement in the year 2013. (He cannot say whether the said advertisement got cancelled or not.)
- 6) Daily wage workers have no right to sign on muster-roll.
- 7) He was allotted the work as per availability.
- 8) He had no right to perform written work in record of the first party bank.

12. The facts admitted by the witness of the first party Mr. Rahul Ramnath Ghogre, Branch Manager in his cross-examination are as under :-

- 1) He was not working at Kolhar Branch during the period from 2005 to 2015.
- 2) One Mr. Dikshant Ghogre was appointed before terminating the second party.
- 3) Entry of every financial transaction was made in Cash Book.
- 4) Record of the bank is maintained for 5 to 8 years.
- 5) He cannot say about the mode of payment (wages) of the second party.
- 6) One Manager, one Accountant, one Cashier and one Peon are working at his branch.
- 7) In the bank, work of cleanliness was required to be done.

13. The facts admitted by the witness of the first party Ms. Sonali Jadhav, Manager in her cross-examination are as under :-

- 1) There is a voucher for every expenditure including details of the expenditure. Nature of work allotted to the second party is mentioned in the vouchers.
- 2) Voucher is a single document having no copy, and it is in possession of the Bank. Entry of every voucher is made into Cash Book.

14. Having regard to all these oral as well as documentary evidence on record, and after perusal of Statement of Claim and Written Statement, the factual position of the case is summarized as under :-

- 1) The second party workman has worked on daily wages basis with the first party bank for a period from January-2005 to 12.02.2015.
- 2) The second party workman was not appointed by any written order or by adopting recruitment process.
- 3) The second party workman had no right to sign on muster-roll.
- 4) Payment (wages) of the second party workman was drawn on vouchers.
- 5) Lastly, the Second party workman was getting Rs. 200/- per day as wages.
- 6) Vouchers are destroyed after 10 years.
- 7) Entries of vouchers are available in cash books.
- 8) Work of cleanliness in the first party bank is of permanent nature.
- 9) The second party workman has been terminated orally without issuing any notice or charge-sheet or without conducting any enquiry.

15. In cross-examination of the second party, nothing is come on record to disbelieve the contentions of the second party that he was worked for more than 240 days in 12 months preceding his oral termination. Moreover, witness of the first party has admitted in his cross-examination that the entries of vouchers were available in the Cash books. In this situation, the first party could have filed copies of the Cash Books on record to show that the second party has worked or not for more than 240 days in 12 months preceding his termination. The first party has failed to file any document on record to show that the second party has not worked for more than 240 days in preceding 12 months of his termination. The first party has only filed its Rules regarding maintenance of its record.

16. The copies of the Cash Book are expected to be in custody of the first party, and it was for the first party to produce the same. In such circumstances, non-production of the Cash Books by the first party leads to drawn adverse inference that if the same had been produced, it would have supported to the contentions of the second party. Moreover, there is no contentions of the first party that it is ready to get the second party resumed on duty. Therefore, contentions of the second party that he was orally terminated, can be accepted as proved.

17. It is also contention of the second party workman that the daily wage workers who had worked for more than 65 or 45 days, were made permanent in service. However, there is noting on record to establish the said alleged fact. The second party failed to prove the said alleged fact by adducing oral or documentary evidence.

18. It appears that the first party had conducted recruitment process during the period of daily wage service of the second party. However, nothing is available to disclose that the second party participated and got selected in the said recruitment process. Thus, it can not be kept out of consideration that the second party had opportunity to participate in the recruitment process through a regular mode.

19. Now, turning towards the legal aspects involved in the case, it is necessary to reproduce relevant Section of the Industrial Disputes Act, 1947, which is as under :-

“Section 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."

20. Learned Advocate on behalf of the second party workman has relied upon the following case laws :-

1) **H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.** In the said case, the Hon'ble Supreme Court observed as under :-

"13. We hold that the appellant is entitled to succeed. We set aside the order of the Industrial Tribunal and hold that the striking off the name of the appellant from List II amounted to retrenchment under Section 2(oo) of the Act and was in violation of Section 25-F. We direct the first respondent-bank to enlist the appellant as a regular employee, as Tikke Mazdoor, to reinstate him and pay him his back wages up-to-date. The appeal is allowed with costs quantified at Rs. 3,000."

2) **Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.** In the said case, the Hon'ble Bombay High Court observed as under :-

"10. - - - - - We have then the evidence of Madhav Narayan Nair, Administrative Officer of the petitioners. He has also deposed that the seniority list displayed on 11th February, 1985 was in respect of Junior Assistants in the Accounts Department. Since the list which was displayed was only in respect. of the Junior Assistants in the Accounts Department, the same would not comply with the mandatory requirement of Rule 81 of the Industrial Disputes (Bombay) Rules, 1957 and Section 25G of the Industrial Disputes Act. Rule 81 of the Industrial Disputes (Bombay) Rules enjoins upon the employer before effecting retrenchment to prepare a list of workmen in the particular category from which retrenchment is contemplated arranged according to the seniority or their service in that category. The object of the Rule is apparent. It is to ensure the due compliance of Section 250 i.e. last come first go. In the present case what has been done is a display of seniority list only of the Accounts Department and not in respect of Junior Assistants of the other departments of the petitioner Company. The provisions of Rule 81 are mandatory and, therefore, breach of the same would render the retrenchment invalid. The order of retrenchment of Respondents No. 1 to 8 will, therefore, have to be quashed.

11. There is yet another ground on which the impugned order of retrenchment deserves to be quashed. It is common ground that while effecting the impugned retrenchment, the petitioners have paid retrenchment compensation calculated on the basis of the monthly wages for 30 days and not 26 days. It is contended on behalf of the retrenched workers that this amounts to short payment which is equivalent to no payment and hence the impugned retrenchment is invalid as having been made with undue haste and not in good faith."

3) **Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.** In the said case, the Hon'ble Allahabad High Court observed as under :-

"11. Provisions of Section 25 of the Industrial Disputes Act were, therefore, necessarily to be followed by the employer before issuance of the order dated 16.7.82. The petitioner was retrenched and his retrenchment was made without following the mandate contained in Section 25-F of the Industrial Disputes Act. That being so, the retrenchment of the petitioner is void and cannot be supported in law."

4) **Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).** In the said case, the Hon'ble Bombay High Court observed as under :-

"11. It therefore follows that the mode or manner of entry into service is one of the relevant factors to be considered here and distinction between cases of prayer for regularisation & reinstatement being made earlier is now not available after the constitutional bench verdict of Hon. Apex Court in case of Secretary, State of Karnataka .vrs. Umadevi (supra). In public employment therefore mere violation of S. 25F or S.25G or S.25H by itself may not be sufficient to sustain reinstatement if employment is not secured in accordance with relevant rules for recruitment or Art. 14 of the Constitution Of India."

However, in the said case, it has also been observed that -

“But then if it is proved by the complainant/employee that after terminating him in violation of S.25F or without publishing seniority list as required by the Rule 77 or 81 of Industrial Dispute Rules (Central or State), the work continued or his juniors were retained in service, and he could have performed work had he not been terminated, the grant of relief of reinstatement is justified.”

- 5) **Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.** In the said case, the Hon'ble Supreme Court observed as under :-

“12. In the present case the first inquiry resulted in a report which came to the conclusion that the charge of misconduct was not substantiated. Upon finding that the convening of a fresh inquiry without recording reasons was contrary to law, the High Court would have ordinarily granted liberty to the Municipal Council to take a fresh decision after due notice to the appellant. Such a course of action was, however, rendered impracticable by supervening events. The writ petition instituted by the appellant before the High Court in 1996 remained pending for nearly eighteen years. The appellant had been removed from service on 29 June 1996. Considering the lapse of time, reopening the proceedings would not be expedient in the interest of justice particularly when the appellant had, in the meantime, attained the age of superannuation in 2005. Relegating the appellant to a protracted course of action by restoring the proceedings before the disciplinary authority would also not be fair and proper after a lapse of nearly fourteen years since his retirement.

13. Having due regard to the principles which have been enunciated in Deepali Surwase by this Court, the High Court was not, in our view, justified in denying the back-wages to the appellant altogether. Bearing in mind the circumstances which have been noted above, a lumpsum compensation should be directed to be paid.”

- 6) **Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.** In the said case, the Hon'ble Supreme Court observed as under :-

“9. It is true that the rule of 'first come, last go' in section 6-P could be deviated from by an employer because the section uses the word 'ordinarily'. It is, therefore, permissible for the employer to deviate from the rule in cases of lack of efficiency or loss of confidence etc., as held in M/s. Swadesamitran Limited, Madras v. Their Workmen, [1960] 3 SCR 144. But the burden will then be on the employer to justify the deviation. No such attempt has been made in the present case. Hence, it is clear that there is clear violation of Section 6-P of the U.P. Act.”

- 7) **General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.** In the said case, the Hon'ble Bombay High Court observed as under :-

“Now, if this test is applied to the present case, it can very well be said that respondent No. 1, who was appointed as a part-time sweeper and was required to do manual and unskilled work is a 'workman' within the meaning assigned to the said terms in the Act and as he worked for more than 240 days in a year, the provisions of Section 25F of the Act are applicable to the case in hand and as neither any notice, as contemplated under Section 25F of the Act, was served upon the respondent No. 1 nor he was paid compensation in lieu of the said notice, nor was paid retrenchment compensation, it cannot be said that the provisions of Section 25F of the Act were duly complied with. It has been time and again held by this Court as well as by the Apex Court that the non-compliance of the mandatory provisions of Section 25F of the Act would render the termination of service void ab initio. I am fortified in this view by a decision of the Apex Court in the case in Mohanlal v. Management of M/s. Bharat Electronics Ltd., (1981) 3 SCC 225 : (1981) Lab IC 806).”

- 8) **Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.** In the said case, the Hon'ble Supreme Court observed as under :-

“15. Therefore, in view of the above said case, the learned single Judge in exercise of its powers under Articles 226 and 227 of the Constitution of India erroneously interfered with the award of reinstatement and future salary from the date of award till date of reinstatement as rightly passed by the Labour Court recording valid and cogent reasons in answer to the points of dispute holding that the workman has worked from 1.1.1987 to 1.4.1992 and that non-compliance of the mandatory requirements under Sections 25F, 25G and 25H of the Act by the respondent-Department rendered its action of termination of the services of the workman as void ab initio in law and instead the High Court erroneously awarded a compensation of Rs. 1,50,000/- in lieu of reinstatement. - - - - -.”

- 9) **Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.** In the said case, the Hon'ble Delhi High Court observed as under :-

“When a particular fact is within the special knowledge of the opposite party, the burden to prove the same lies upon the opposite party in terms of section 106 of the Indian Evidence Act, 1872, even if the same has been

pleaded by other party.”

10) **Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.** In the said case, the Hon’ble Madhya Pradesh High Court observed as under :-

“If the party possesses best evidence and is not produced before the Court, an adverse inference can be drawn under the Evidence Act against such a party.”

11) **Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.** In the said case, the Hon’ble Bombay High Court observed as under :-

“19. It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.”

12) **Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.** In the said case, the Hon’ble Bombay High Court has observed as under :-

“25. The Apex Court in MSRTC (supra) has clearly observed that the issue relating to unfair labour practices was neither referred nor considered or decided in Uma Devi's case and therefore, the ruling in., Uma Devi (supra) does not denude the Industrial and Labour Courts of their statutory power under section 30 read with section 32 of the MRTUP and PULP Act to order permanency of the workers who have been victim of unfair labour practice on the part of the employer under Item 6 of Schedule IV. The Apex Court in fact, held that Uma Devi (supra) 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 a case of unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

13) **K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.** In the said case, the Hon’ble Andhra Pradesh High Court observed as under :-

“ - - - - - . Thus, I find that the impugned termination orders are in violation of principles of natural justice. Without going to the respective merits of the case, I am inclined to allow this writ petition on the ground of contravention of principles of natural justice.”

14) **Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.** In the said case, the Hon’ble Bombay High Court Bench at Nagpur observed as under :-

“6. - - - - - . In the instant case, it is pertinent to note that the Labour Court had passed an order on 09/03/2009 directing the respondent No. 3 to file a reply to the Enquiry Officer's Report. The next two days i.e. 10th and 11th of March, 2009 were holidays and the respondent No. 3 became aware of the order only on 12/03/2009. But before he could file a reply, the petitioner-Company hurriedly issued the dismissal order on 13/03/2009, which was served on the respondent No. 3 on 17/03/2009. It is further required to be noted that the Complaint was pending and the respondent No. 3 had sought to amend the Complaint so as to incorporate a challenge to the dismissal order and had also filed an application for interim relief in respect of the said dismissal order. Both the Courts below in the said fact situation were right in coming to the conclusion that the petitioner-Company had sought to avoid filing its reply so that a covert action of dismissal could be taken against the respondent No. 3. Though, it is debatable whether the principles applicable in respect of Section 33 of the Industrial Disputes Act, would stricto sensu apply to the proceedings under the M.R.T.U. & P.U.L.P. Act, 1971, but the least that was expected from the petitioner-Company was that when the parties were before the Court and when an application for interim relief was pending, the petitioner-Company ought to have informed the Court of the action it proposes to take based on the enquiry officer's report. Having not done so, in my view, the Courts below were right in protecting the services of the respondent No. 3 pending the Complaint. The facts of the present case are such that the discretion exercised by the Courts below in granting the interim relief cannot be faulted with.”

21. Learned Advocate on behalf of the first party bank has relied upon the case of **Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806.** In the said case, the Hon’ble Supreme Court has observed as under:-

“ - - - - - . It has also led to persons who get employed, without the following of a regular procedure or even through the backdoor or on daily wages, approaching the Courts, seeking directions to make them permanent in their posts and to prevent to regular recruitment to the concerned posts. - - - - - . It is time, that Courts desist from issuing orders preventing regular selection or recruitment at the instance of such persons and from issuing directions for continuance of those who have not secured regular appointments as per procedure established. The passing of orders for continuance, tends to defeat the very Constitutional scheme of

public employment. - - - - -.”

Thus, it becomes clear from the observation of the Hon’ble Supreme Court in the said case that the persons who did not enter the services through any open competition or selection process as required by the law, had no right to the post held by them or to be continued in service.

22. Having regard to all the legal as well as factual aspects involved in the matter as discussed herein above, and after giving thoughtful consideration to the observations of the Hon’ble Supreme Court and the Hon’ble High Courts in the above referred case laws, this Court is of the view that the provisions of the Industrial Dispute Acts are applicable to the first party, and the second party has completed 240 days in the preceding 12 months of his oral termination dated 12.02.2015, and his termination is without following mandatory provisions of the Industrial Disputes Act, 1947, which is illegal and improper termination violating the statutory provisions of the Industrial Disputes Act, 1947. Resultantly, issue No. 1 is answered affirmatively.

23. Considering the entire factual and admitted position of the present case as well as the provisions of law, reinstatement of the second party workman with the first party will not be appropriate. Instead of reinstatement, awarding a reasonable lump-sum amount of compensation to the second party workman would be just and appropriate. In view of the facts and circumstances of the case, taking into consideration last designation, last drawn wages, service tenure and age of the second party workman, in my considered view, awarding lump-sum compensation amount of Rs. 50,000/- to the second party workman would meet the ends of justice. Resultantly, issue No. 2 is answered accordingly. For issue No. 3, the following Award is passed.

AWARD

1. The reference is answered partly affirmative as under :-

A. It is declared that the oral termination of the second party dated 12.02.2015 is illegal and improper.

B. The second party workman is entitled for lump-sum compensation amount of Rs. 50,000/-.

C. The first party is directed to pay compensation amount of Rs. 50,000/- to the second party workman.

D. The first party is hereby directed to comply the order within two months from the date of publication of the Award.

E. If the first party failed to comply the order within time, then the second party workman is entitled to simple interest at the rate of 6% per annum on the compensation amount of Rs. 50,000/-, from the date of this Award till its actual realization.

3. Five copies of this Award be sent to Regional Labour Commissioner, office of the Regional Labour Commissioner, 1, Kaul Building, Shankar Seth Road Gururnanak Nagar, Pune – 411002 for publication and further necessary action.

4. No order as to costs.

A.G. DESHMUKH, Presiding Officer & Judge

Date : 31.08.2024.

नई दिल्ली, 27 जनवरी, 2026

का.आ. 97.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 अहमदनगर के पंचाट (46/2019) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1)-32]

सलोनी, उप निदेशक

New Delhi, the 27th January, 2026

S.O. 97.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 46/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-32]

SALONI, Dy. Director

ANNEXURE**IN THE SECOND LABOUR COURT AT AHMEDNAGAR.****(Before Abhijeet G. Deshmukh, Presiding Officer)****Reference (I.D.A.) No. 46 / 2019.**

(CNR – MHLC-160002922019)

1. Zonal Manager,
Central Bank of India,
317, M.G. Road,
Pune – 411001.
2. Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad plot No. 113, 5/5/72,
New Usmanpura,
Aurangabad – 431001.
3. Branch Manager,
Central Bank of India,
Currency Chest
Shrirampur Branch,
Po. Tq. Shrirampur,
Dist. Ahmednagar.
4. Branch Manager,
Central Bank of India,
Branch – Shrirampur,
At Post Shrirampur, Tq. Shrirampur,
Dist. Ahmednagar.

...

First party.**VERSUS**

Gangaram Babasaheb Musmade,
Age : 42 years, Occu. : Nil,
At Post Kolhar Budruk,
Laxmibai Kunkulod Complex,

B-2, second floor, Belapur Road,

Tq. Rahata, Dist. Ahmednagar.

...

Second party.

APPEARANCE :- Smt. T.T. Kakad, Ld. Adv. for the first party.

Shri. K.Y. Modgekar, Ld. Advocate for the second party.

AWARD

(Dated : 03/04/2025)

1. The present reference is filed under the Industrial Disputes Act, 1947, for adjudication of the dispute between the parties who are referred as first party (the employer) and second party (the employee) accordingly.

2. The case of the second party – workman as per his statement of claim Exh. U-1 is that the first party i.e. the Central Bank of India is a nationalized bank with hundreds of branches across the country and having thousands of employees working in it. There are independent Service Rules for the employees of the first party Bank. As per the said Service Rules, the first party Bank is required to allow permanency to the workers who had worked for 60 days, and at present, the workers who have worked for 45 days, must be allowed permanency. The work of Sweeper is essential and that of permanent nature. It is further contended by the second party that he worked as a Sweeper in Currency Chest Branch since April-2005 on daily wages. He was initially paid Rs. 30/- on vouchers. Appointment letter and pay slips were not given to the daily wage workers. The second party was illegally terminated w.e.f. 01.08.2017. His entire service was continuous and unblemished. He is eligible for permanency in service as per the Service Rules.

3. It is further contended by the second party that advertisements are published from time to time by the first party Bank for recruitment. Temporary and daily wage employees of the first party bank were only required to apply at the time of these advertisements. Temporary and casual employees are also entitled to apply for permanent appointment, if the concerned employees possess the requisite qualification i.e. caste category. The first party bank has permanent staff of Sweepers and, pay, leave, vacations and other benefits are provided as per Service Rules to them. However, daily wage workers and temporary workers are paid nominal wages. There is no difference between the work of permanent Sweeper and daily wage Sweeper.

4. It is further contended by the second party workman that his entire service from 2005 to 2017 is continuous and clean. He has rendered 240 of continuous service in the preceding 12 months prior to his oral termination dated 01.08.2017. Show cause notice or charge sheet was not issued to the second party workman. Departmental enquiry was also not conducted against him. Seniority list was also not published by the first party. His juniors are still in service with the first party. His last pay was Rs. 50/- per day. The first party paid his wages on vouchers during his service tenure. He was terminated illegally without following due process of law.

5. It is further contended by the second party workman that workers are not paid equal pay for equal work. After his termination, the second party workman failed to get the employment, despite several attempts for getting employment. Hence, it is prayed to declare the oral termination of the second party dated 01.08.2017 as illegal, improper, contrary to principles of natural justice, and direct the first party to reinstate him in service along with continuity and full back wages. It is also contended by the second party that he filed Reference (I.T.) No. 06 of 2018 for permanency.

6. The first party appeared and resisted the statement of claim by filing written statement at Exh. C-2. All the contentions of the second party in the statement of claim are denied by the first party. It is contended by the first party that the statement of claim is not true and correct. No cause of action has arisen for filing the present dispute. There is no employer-employee relationship between the first party and the second party. The second party has never worked as a temporary or permanent worker with the first party. Recruitment of all the posts of the first party is done through advertisement and examination by following due procedure of recruitment. There is no Service Rules regarding permanency of a workman who served / worked continuously for 60 days or 45 days. The first party publishes regular advertisement for recruitment of employees as per requirement. The said advertisement mentions the qualification for each post, and any eligible person can apply for that post as per the procedure given in the advertisement. Candidates who qualify in the examination are recruited as per the merit list. The second party was called only as and when the work was available. The second party has also filed Reference (I.T.) No. 06 of 2018 for the same dispute as involved in the present Reference. Thus, the present Reference is not maintainable. Hence, claim of the second party deserves to be rejected. Accordingly, the first party prayed to answer the reference in negative.

7. The issues along with findings thereon and the reasons therefor are as under :-

Sr. No.	Issues	Findings
1	Whether the Reference is maintainable in view of Reference (I.T.) No. 06 of 2018?	Yes.

2	Does the second party (workman) prove that he has performed continuous service as a Sweeper with the first party for 240 days in a year, from the date of his appointment till the date of his oral termination on 01.08.2017, as claimed?	Yes.
2	Does the second party prove that the action of first party in orally terminating his service from 01.08.2017 is illegal and against the principles of natural justice?	Yes.
3	Whether the second party (workman) is entitled to the relief of declaration to that effect?	Yes.
4	Whether the second party is entitled to the reinstatement in service along with continuity and full back wages?	No. But, entitled for compensation.
5	What order?	As per final Award.

REASONS

As to issue No. 1 :-

8. The first party has raised the issue of maintainability on the ground that the second party has filed Reference (I.T.) No. 06 of 2018 before the Hon'ble Industrial Court for the same dispute as is involved in the present Reference. In this regard, the second party has fairly pleaded in his statement of claim that he has filed the Reference (I.T.) No. 06 of 2018 for permanency. It is well settled position of law that jurisdiction to adjudicate the matters in respect of permanency lies with the Hon'ble Industrial Court and not with this Court. The Reference (I.T.) No. 06 of 2018, itself reflects that the dispute relating to permanency is referred to the Hon'ble Industrial Tribunal. Moreover, in the present Reference, the dispute involved is in respect of the legality of oral termination of the second party, which definitely comes under the jurisdiction of this Court. Having regards to all these facts and circumstances of the case, this Court is of the considered view that this Court has jurisdiction to entertain and decide the present dispute related with oral termination of the second party. Thus, the present Reference is maintainable before this Court. Hence, issue No. 1 answered in affirmative.

As to issue Nos. 2 to 5:-

9. In support of his contentions, the second party workman has filed his affidavit in lieu of examination-in-chief at Exh. U-9, and has reiterated all the contentions of his statement of claim. The second party has filed documents on record along with lists of documents at Exh. U-14, U-17 and U-19. The documents are also filed along with inspection report Exh. U-8.

10. On the contrary, the first party has filed affidavit in lieu of examination-in-chief of Mr. Adhiraj Avinash Gote, Branch Manager of the first party at Exh. C-6.

11. I have also gone through the document filed along with the list at Exh. U-2 i.e. letter of the Regional Labour Commissioner, Pune.

12. The facts admitted by the second party in his cross-examination are as under :-

1) In the year 2005, the first party has not published any advertisement for recruitment.

2) Appointment letter was not given to him in the year, 2005. There is no written agreement of service in between the first party and himself.

3) He was working on daily wage basis with the first party.

4) At the time of recruitment after advertisement, exemption / facility is given to the daily wage workers. However, daily wage workers were required to apply as per the advertisement, and after conducting written and oral tests, the eligible candidates were recruited.

5) The first party bank had published an advertisement in the year 2013. (He is unable to state whether the said advertisement got cancelled or not.)

6) Daily wage workers have no right to sign on muster-roll.

7) He had no right to perform written work in record of the first party bank.

13. The facts admitted by the witness of the first party Mr. Adhiraj Avinash Gote, Branch Manager in his cross-examination are as under :-

1) He was not attached to Shrirampur Branch during the working period of the second party.

- 2) They have paid wages to workmen on vouchers. Entry of vouchers is taken in cash book and ledger book.
- 3) Juniors of the second party workman Mr. Siddharth Mohan and Mr. Mehetre were working after discounting of the second party.
- 4) After discontinuing the workman, Mr. Jogdand is working on daily wages.
- 5) The work of cleanliness is required to be done in the first party bank.
14. Having regard to all these oral as well as documentary evidence on record, and after perusal of Statement of Claim and Written Statement, the factual position of the case is summarized as under :-

- 1) The second party workman has worked on daily wages basis with the first party bank for a period from April-2005 to 01.08.2017.
- 2) The second party workman was not appointed by any written order or by adopting recruitment process.
- 3) The second party workman had no right to sign on muster-roll.
- 4) Payment (wages) of the second party workman was drawn on vouchers.
- 5) Lastly, the Second party workman was getting Rs. 50/- per day as wages.
- 6) Vouchers are destroyed after 10 years.
- 7) Entries of vouchers are available in cash books.
- 8) Work of cleanliness in the first party bank is of permanent nature.
- 9) The second party workman has been terminated orally without issuing any notice or charge-sheet or without conducting any enquiry.

15. The witness of the first party Mr. Adhiraj Avinash has admitted in his cross-examination that the entries of vouchers are available in the Cash books. In this situation, the first party could have filed copies of the Cash Books on record to show that the second party has or has not worked 240 days in 12 months preceding his termination. The first party has failed to file any document on record to show that the second party has worked for less than 240 days in preceding 12 months of his termination.

16. Learned Advocate on behalf of the second party workman argued that the first party has not filed relevant documents in its custody, and hence, adverse inference may be drawn against the second party. In support of his arguments, learned Advocate for the second party relied upon the following case laws :-

1) ***M.P. Electricity Board, Vidisha V/s. Hariram and another, reported in 2000 (87) FLR 750.*** In the said case, the Hon'ble Madhya Pradesh High Court observed that one cannot also be oblivious of the fact that in matters pertaining to such engagement on daily wages, the record is normally maintained by the employer and, in view of the categorical assertion of the employees that they had worked continuously during the period in question and the defence that they had been only intermittently engaged, for non-production of the Muster Rolls an adverse inference could be drawn against the employer.

2) ***Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.*** In the said case, the Hon'ble Delhi High Court observed as under :-

“When a particular fact is within the special knowledge of the opposite party, the burden to prove the same lies upon the opposite party in terms of section 106 of the Indian Evidence Act, 1872, even if the same has been pleaded by other party.”

3) ***Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.*** In the said case, the Hon'ble Madhya Pradesh High Court observed as under :-

“If the party possesses best evidence and is not produced before the Court, an adverse inference can be drawn under the Evidence Act against such a party.”

In view of the observations of the Hon'ble High Court in the cases of ***M.P. Electricity Board, Vidisha*** (supra), ***Bright Export Limited*** (supra), and ***Sanjay Kumar s/o Surendra Kumar Sharma*** (supra), it becomes clear that adverse inference can be drawn against the party who despite possessing evidence, fails to produce the same.

17. The copies of the Cash Book are expected to be in custody of the first party, and it was for the first party to produce the same. In such circumstances, non-production of the Cash Books by the first party leads to drawn adverse inference that if the same had been produced, it would have supported to the contentions of the second party. In cross-examination of the second party, nothing is come on record to disbelieve the contentions of the second party that he was worked for more than 240 days in 12 months preceding his oral termination. Moreover, there is no contentions of the first party that it is ready to get the second party resumed on duty. Therefore, contentions of the second party that he was orally terminated, can be accepted as proved.

18. It is also contention of the second party workman that the daily wage workers who had worked for more than 65 or 45 days, were made permanent in service. However, there is nothing on record to establish the said alleged fact. The second party failed to prove the said alleged fact by adducing oral or documentary evidence. Moreover, the present case is not the case for deciding permanency in service.

19. Nothing is available to disclose that recruitment process was conducted by the first party after termination of the second party, and the second party was not given opportunity to participate in such a recruitment process. Moreover, nothing is available to disclose that the second party participated in any recruitment process.

20. Now, turning towards the legal aspects involved in the case, it is necessary to reproduce relevant Section of the Industrial Disputes Act, 1947, which is as under :-

“Section 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.”*

21. Learned Advocate on behalf of the second party workman has relied upon the following case laws :-

1) ***H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.*** In the said case, the Hon'ble Supreme Court has observed that the striking off the name of the appellant from List II amounted to retrenchment under Section 2(o) of the Act and was in violation of Section 25-F.

2) ***Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.*** In the said case, the Hon'ble Allahabad High Court has observed that retrenchment without following the mandate contained in Section 25-F of the Industrial Disputes Act is void and cannot be supported in law.

3) ***General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.*** In the said case, the Hon'ble Bombay High Court has observed as under :-

“It has been time and again held by this Court as well as by the Apex Court that the non-compliance of the mandatory provisions of Section 25F of the Act would render the termination of service void ab initio.”

4) ***K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleswara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.*** In the said case, the Hon'ble Andhra Pradesh High Court has observed as under :-

“ - - - - - . Thus, I find that the impugned termination orders are in violation of principles of natural justice. Without going to the respective merits of the case, I am inclined to allow this writ petition on the ground of contravention of principles of natural justice.”

5) ***Jaggo V/s. Union of India and others, reported in 2025 (1) Bom.L.C. 261 (SC).*** In the said case, the Hon'ble Supreme Court has observed that the claim by the respondents that these were not regular posts lacks merit, as the nature of the work performed by the appellants was perennial and fundamental to the functioning of the offices. The Hon'ble Supreme Court also observed that the termination letters, issued without prior notice or explanation, violated fundamental principles of natural justice.

6) ***Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.*** In the said case, the Hon'ble Supreme Court has observed that non-compliance of the mandatory requirements under Sections 25F, 25G and 25H of the Act by the respondent-Department rendered its action of termination of the services of the workman as void ab initio in law.

In view of the observations of the Hon'ble in the cases of ***H.D. Singh*** (supra), ***Umesh Saxena*** (supra), ***General Manager, Telecom, Nagpur*** (supra), ***K.V. Durga Prasad*** (supra), ***Jaggo*** (supra), and ***Gauri Shankar*** (supra), it becomes clear that retrenchment without complying provisions of Section 25-F and the principles of natural justice is void.

22. Learned Advocate on behalf of the second party workman argued that juniors of the second party are still in service with first party, and on the basis of 'last come first go' rule, the first party should have to terminate / retrench

juniors of the second party before terminating him. In support of his arguments, learned Advocate for the second party relied upon the following case laws :-

1) **Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.** In the said case, the Hon'ble Supreme Court observed as under :-

"9. It is true that the rule of 'first come, last go' in section 6-P could be deviated from by an employer because the section uses the word 'ordinarily'. It is, therefore, permissible for the employer to deviate from the rule in cases of lack of efficiency or loss of confidence etc., as held in M/s. Swadesamitran Limited, Madras v. Their Workmen, [1960] 3 SCR 144. But the burden will then be on the employer to justify the deviation. No such attempt has been made in the present case. Hence, it is clear that there is clear violation of Section 6-P of the U.P. Act."

2) **Central Welfare Board and Others V/s. Ms. Anjali Bepari and Others, reported in 1996 LLR 1089.** In the said case, the Hon'ble Supreme Court observed that, "dispensing with the services should be on last-come-first-go basis, i.e., the junior-most incumbent has to go out first."

3) **Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.** In the said case, the Hon'ble Bombay High Court observed that Rule 81 of the Industrial Disputes (Bombay) Rules enjoins upon the employer before effecting retrenchment to prepare a list of workmen in the particular category from which retrenchment is contemplated arranged according to the seniority or their service in that category. The object of the Rule is apparent. It is to ensure the due compliance of Section 250 i.e. last come first go.

In the cases of **Samishta Dube** (supra), **Central Welfare Board** (supra) and **Trade-Wings Limited** (supra), the principle of "First Come Last Go" was emphasized.

23. Learned Advocate for the second party relied upon the following case laws :-

1) **Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.** In the said case, the Hon'ble Bombay High Court observed as under :-

"19. It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in Umadevi (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM."

2) **Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.** In the said case, the Hon'ble Bombay High Court Bench at Nagpur observed as under :-

"Though, it is debatable whether the principles applicable in respect of Section 33 of the Industrial Disputes Act, would stricto sensu apply to the proceedings under the M.R.T.U. & P.U.L.P. Act, 1971, but the least that was expected from the petitioner-Company was that when the parties were before the Court and when an application for interim relief was pending, the petitioner-Company ought to have informed the Court of the action it proposes to take based on the enquiry officer's report. Having not done so, in my view, the Courts below were right in protecting the services of the respondent No. 3 pending the Complaint. The facts of the present case are such that the discretion exercised by the Courts below in granting the interim relief cannot be faulted with."

Facts of the cases of **Vilas Agaji Pawar** (supra) and **Spentex Industrial Limited** (supra), are not similar with the facts of the instant case. Because, in the instant case, nothing is to show that long service of employees were not considered for OTM. Moreover, in the instant case, the application for any interim relief is not subjudiced.

24. Learned Advocate on behalf of the first party bank has relied upon the case of **Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806.** In the said case, the Hon'ble Supreme Court has observed as under:-

" - - - - - . It has also led to persons who get employed, without the following of a regular procedure or even through the backdoor or on daily wages, approaching the Courts, seeking directions to make them permanent in their posts and to prevent to regular recruitment to the concerned posts. - - - - - . It is time, that Courts desist from issuing orders preventing regular selection or recruitment at the instance of such persons and from issuing directions for continuance of those who have not secured regular appointments as per procedure established. The passing of orders for continuance, tends to defeat the very Constitutional scheme of public employment. - - - - - ."

25. Learned Advocate on behalf of the second party has relied upon the case of **Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18**. In the said case, the Hon'ble Bombay High Court has observed as under :-

“25. The Apex Court in MSRTC (supra) has clearly observed that the issue relating to unfair labour practices was neither referred nor considered or decided in Uma Devi's case and therefore, the ruling in., Uma Devi (supra) does not denude the Industrial and Labour Courts of their statutory power under section 30 read with section 32 of the MRTUP and PULP Act to order permanency of the workers who have been victim of unfair labour practice on the part of the employer under Item 6 of Schedule IV. The Apex Court in fact, held that Uma Devi (supra) 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 a case of unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

In the instant case, this Court is not dealing with the matter of permanency. Thus, facts of the case of **Umadevi** (supra) and the case of **Chief Conservator of Forests** (supra) are different from the facts of the instant case.

26. The learned Advocate for the second party relied upon the case of **Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019**. In the said case, the Hon'ble Supreme Court has observed as under :-

“13. Having due regard to the principles which have been enunciated in Deepali Surwase by this Court, the High Court was not, in our view, justified in denying the back-wages to the appellant altogether. Bearing in mind the circumstances which have been noted above, a lumpsum compensation should be directed to be paid.”

27. The, the Hon'ble Bombay High Court in the case of **Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom)**, has made it clear by observing that *“It therefore follows that the mode or manner of entry into service is one of the relevant factors to be considered here and distinction between cases of prayer for regularisation & reinstatement being made earlier is now not available after the constitutional bench verdict of Hon. Apex Court in case of Secretary, State of Karnataka .vrs. Umadevi (supra). In public employment therefore mere violation of S. 25F or S.25G or S.25H by itself may not be sufficient to sustain reinstatement if employment is not secured in accordance with relevant rules for recruitment or Art. 14 of the Constitution Of India.”*

28. Having regard to all the legal as well as factual aspects involved in the matter as discussed herein above, and after giving thoughtful consideration to the observations of the Hon'ble Supreme Court and the Hon'ble High Court in the above referred case laws, this Court is of the view that the provisions of the Industrial Dispute Act are applicable to the first party, and the second party has completed 240 days in the preceding 12 months of his oral termination dated 01.08.2017, and his termination is without following mandatory provisions of the Industrial Disputes Act, 1947, which is illegal and improper termination violating the statutory provisions of the Industrial Disputes Act, 1947. Accordingly, the second party is entitled for declaration of the same. Resultantly, issue Nos. 1 to 3 are answered affirmative.

29. Considering the entire factual and admitted position of the present case as well as the provisions of law, reinstatement of the second party workman with the first party will not be appropriate. Instead of reinstatement, awarding a reasonable lump-sum amount of compensation to the second party workman would be just and appropriate. According to the second party, his last pay was Rs. 50/- per day. In view of the facts and circumstances of the case, taking into consideration last designation, last paid wages, service tenure and age of the second party workman, in my considered view, awarding lump-sum compensation of an amount which will be 1000 times of his last per day wages i.e. $1000 \times 50 = 50,000/-$ would be just and appropriate. Thus, awarding lump-sum compensation of the amount of Rs. 50,000/- to the second party workman would meet the ends of justice. Resultantly, issue No. 4 is answered accordingly. For issue No. 5, the following Award is passed.

AWARD

1. The reference is answered partly affirmative as under :-

A. It is declared that the oral termination of the second party dated 01.08.2017 is illegal and improper.

B. The second party workman is entitled for lump-sum compensation amount of Rs. 50,000/- (Rs. Fifty Thousand Only).

C. The first party is directed to pay compensation amount of Rs. 50,000/- (Rs. Fifty Thousand Only) to the second party workman.

- D. The first party is hereby directed to comply the order within two months from the date of publication of the Award.
- E. If the first party failed to comply the order within time, then the second party workman is entitled to simple interest at the rate of 6% per annum on the compensation amount of Rs. 50,000/- (Rs. Fifty Thousand Only), from the date of this Award till its actual realization.
2. Copies of this Award be sent to Regional Labour Commissioner, office of the Regional Labour Commissioner, 1, Kaul Building, Shankar Seth Road, Gururnanak Nagar, Pune – 411002 for publication and further necessary action.
3. No order as to costs.

A.G. DESHMUKH, Presiding Officer & Judge,

Date : 03.04.2025.

नई दिल्ली, 27 जनवरी, 2026

का.आ. 98.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 अहमदनगर के पंचाट (08/2017) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1)-33]

सलोनी, उप निदेशक

New Delhi, the 27th January, 2026

S.O. 98.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-33]

SALONI, Dy. Director

ANNEXURE

IN THE SECOND LABOUR COURT AT AHMEDNAGAR.

(Before Abhijeet G. Deshmukh, Presiding Officer)

Reference (I.D.A.) No. 08 / 2017.

(CNR – MHLC-160001242017)

1. The Regional Manager,
Central Bank of India,
Regional Office,
Aurangabad 5/5/72,
New Usmanpura,
Aurangabad – 431005.
2. Branch Manager,
Central Bank of India,
Dolasane Branch,
Po. Dolasane, Tq. Sangamner,
Dist. Ahmednagar.

...

First party.

VERSUS

Ravindra Madhukar Misal,
Age : 37 years, Occu. : Nil,
At Po. Dolasane, Tq. Sangamner,
Dist. Ahmednagar.

...

Second party.

APPEARANCE:- Smt. T.T. Kakad, Ld. Adv. for the first party.

Shri. K.Y. Modgekar, Ld. Advocate for the second party.

AWARD

(Dated : 31/08/2024)

1. The present reference is filed under the Industrial Disputes Act, 1947, for adjudication of the dispute between the parties who are referred as first party (the employer) and second party (the employee) accordingly.

2. The case of the second party – workman as per his statement of claim Exh. U-1 is that the first party i.e. the Central Bank of India is a nationalized bank with hundreds of branches across the country and having thousands of employees working in it. There are independent Service Rules for the employees of the first party Bank. As per the said Service Rules, the first party Bank is required to allow permanency to the workers who had worked for 60 days, and at present, the workers who have worked for 45 days, must be allowed permanency. The work of Sweeper is essential and that of permanent nature. It is further contended by the second party that he worked as a Sweeper in Samsherpur Branch since January-2007 on daily wages. He was initially paid Rs. 50/- on vouchers. Appointment letter and pay slips were not given to the daily wage workers. The second party was illegally terminated w.e.f. 01.02.2016. His entire service was continuous and clean. He is eligible for permanency in service as per the Service Rules.

3. It is further contended by the second party that advertisements are published from time to time by the first party Bank for recruitment. Temporary and daily wage employees of the first party bank were only required to apply at the time of these advertisements. Temporary and casual employees are also entitled to apply for permanent appointment, if the concerned employees possess the requisite qualification i.e. caste category. The first party bank has permanent staff of Sweepers and, pay, leave, vacations and other benefits are provided as per Service Rules to them. However, daily wage workers and temporary workers are paid nominal wages. There is no difference between the work of permanent Sweeper and daily wage Sweeper.

4. It is further contended by the second party workman that, his entire service from 2007 to 01.02.2016 is continuous and clean. He has rendered 240 of continuous service in the preceding 12 months prior to his oral termination dated 01.02.2016. Show cause notice or charge sheet was not issued to the second party workman. Departmental enquiry was also not conducted against him. Seniority list was also not published by the first party. His juniors are still in service with the first party. His last pay is Rs. 100/- per day. The first party paid his wages on vouchers during his service tenure. He was terminated illegally without following due process of law.

5. It is further contended by the second party workman that workers are not paid equal pay for equal work. After his termination, the second party workman failed to get the employment, despite several attempts for getting employment. Hence, it is prayed to declare the oral termination of the second party dated 01.02.2016 as illegal, improper, contrary to natural justice, and direct the first party to reinstate him in service along with continuity and full back wages.

6. The first party appeared and resisted the statement of claim by filing written statement at Exh. C-5. All the contentions of the second party in the statement of claim are denied by the first party. It is contended by the first party that the statement of claim is not true and correct. No cause of action has arisen for filing the present dispute. There is no employer-employee relationship between the second party and the first party. The second party has never worked as a temporary or permanent worker with the first party. Recruitment of all the posts of the first party is done through advertisement and examination. There is no Service Rules regarding permanency of a workman who has served / worked for 60 days or 45 days. The first party publishes regular advertisement for recruitment of employees as per requirement. The said advertisement mentions the qualification for each post, and any eligible person can apply for that post as per the procedure given in the advertisement. Candidates who qualify in the examination are recruited as per the merit list. The second party has not participated in any recruitment process and has not been selected as its employee. The second party was called only as and when the work is available. The second party himself stopped doing work with the first party. Hence, claim of the second party deserves to be rejected. Accordingly, the first party prayed to answer the reference in negative.

7. The issues framed by my learned Predecessor, along with the findings thereon and the reasons therefor are as under :-

Sr. No.	Issues	Findings
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1	Does the second party (workman) prove that the first party has illegally and improperly terminated his services vide order dated 01.02.2016, violating the statutory provisions of the Industrial Disputes Act, 1947?	Yes.
2	Whether the second party (workman) is entitled for the relief of reinstatement in service with full back wages and continuity of services w.e.f. 01.02.2016?	No. But, entitled for compensation.
3	What Award?	As per final award.

REASONS

As to issue Nos. 1 to 3:-

8. In support of his contentions, the second party workman has filed his affidavit of examination-in-chief at Exh. U-12, and has reiterated all the contentions of his statement of claim. The second party has filed documents on record along with lists of documents at Exh. U-14 viz; copies of the certificates issued by the first party dated 24.11.2011, 28.01.2013, 28.01.2013, copies of vouchers dated 05.03.2015 and 01.02.2016, copy of correspondence letter dated 14.12.2016, copy of his Caste Certificate and Aadhar Card, at Exh. U-18 viz; copy of certificate issued by the first party dated 28.01.2013, correspondence letter dated 05.07.2021 and copy of Job Seeker Registration Slip, at Exh. U-21 viz; copy of his application submitted for recruitment of Safai Karmachari along with postal receipts, at Exh. U-20 viz; copy of agreement dated 09.08.2012, copies of two letters dated 14.08.2012, copy of Union's letter dated 31.07.2023, at Exh. U-25 viz; copy of order dated 16.04.2024 in Special Leave to Appeal (C) No. 8130 / 2024 of the Hon'ble Supreme Court. The second party has also filed total 17 documents on record along with lists at Exh. U-22.

9. On the contrary, the first party has filed affidavits of examination-in-chief of Mr. Sagar Shivajirao Godase, Branch Manager of the first party at Exh. C-10, Ms. Sonali Jadhav, Manager at Exh. C-13, and have filed documents along with the list at Exh. C-12 viz; copy of Rules of Record Maintenance of the Bank (Updated up to Dec-2022).

10. The facts admitted by the second party in his cross-examination are as under :-

1) Before employing him, his interview was not conducted by the first party bank.

2) Appointment letter was not given to him in the year, 2007. There is no written agreement of service in between the first party and himself.

3) He was working on daily wage basis with the first party.

4) At the time of the recruitment after advertisement, exemption / facility is given to the daily wage workers. However, daily wage workers were required to apply as per the advertisement, and after conducting written and oral tests, the eligible candidates were recruited.

5) The first party bank had published an advertisement in the year 2013. (He cannot say whether the said advertisement got cancelled or not.)

6) Daily wage workers have no right to sign on muster-roll.

7) He was allotted the work as per availability.

8) He had no right to perform written work in record of the first party bank.

9) He was working as B.C.A. in Vakrangi Limited.

11. The facts admitted by the witness of the first party Mr. Sagar Shivajirao Godase, Branch Manager in his cross-examination are as under :-

1) The service tenure of the second party as daily wage worker was from January-2007 to December-2016.

2) Details of vouchers cash payment are entered in to Cash Books and Cash Books are preserved permanently.

3) At present, there are five employees working at his Branch including Branch Manager, Assistant Manager, Clerk, Head Cashier and Daptari or Sub-staff.

4) In the bank, work of cleanliness was done by daily wage worker and it is not done by Daptari.

5) The then Branch Manager can give the details about the work of the second party.

12. The facts admitted by the witness of the first party Ms. Sonali Jadhav, Manager in her cross-examination are

as under :-

1) There is a voucher for every expenditure including details of the expenditure. Nature of work allotted to the second party is mentioned in the vouchers.

2) Voucher is a single document having no copy, and it is in possession of the Bank. Entry of every voucher is made in to Cash Book.

13. Having regard to all these oral as well as documentary evidence on record, and after perusal of Statement of Claim and Written Statement, the factual position of the case is summarized as under :-

1) The second party workman has worked on daily wages basis with the first party bank for a period from January-2007 to 01.02.2016.

2) The second party workman was not appointed by any written order or by adopting recruitment process.

3) The second party workman had no right to sign on muster-roll.

4) Payment (wages) of the second party workman was drawn on vouchers.

5) Lastly, the Second party workman was getting Rs. 100/- per day as wages.

6) Vouchers are destroyed after 10 years.

7) Entries of vouchers are available in cash books.

8) Work of cleanliness in the first party bank is of permanent nature.

9) The second party workman has been terminated orally without issuing any notice or charge-sheet or without conducting any enquiry.

14. In cross-examination of the second party, nothing is come on record to disbelieve the contentions of the second party that he was worked for more than 240 days in 12 months preceding his oral termination. Moreover, witness of the first party has admitted in his cross-examination that the entries of vouchers were available in the Cash books. In this situation, the first party could have filed copies of the Cash Books on record to show that the second party has worked or not for more than 240 days in 12 months preceding his termination. The first party has failed to file any document on record to show that the second party has not worked for more than 240 days in preceding 12 months of his termination. The first party has only filed its Rules regarding maintenance of its record.

15. The copies of the Cash Book are expected to be in custody of the first party, and it was for the first party to produce the same. In such circumstances, non-production of the Cash Books by the first party leads to drawn adverse inference that if the same had been produced, it would have supported to the contentions of the second party. Moreover, there is no contentions of the first party that it is ready to get the second party resumed on duty. Therefore, contentions of the second party that he was orally terminated, can be accepted as proved.

16. It is also contention of the second party workman that the daily wage workers who had worked for more than 65 or 45 days, were made permanent in service. However, there is noting on record to establish the said alleged fact. The second party failed to prove the said alleged fact by adducing oral or documentary evidence.

17. It appears that the first party had conducted recruitment process during the period of daily wage service of the second party. However, nothing is available to disclose that the second party participated and got selected in the said recruitment process. Thus, it can not be kept out of consideration that the second party had opportunity to participate in the recruitment process through a regular mode.

18. Now, turning towards the legal aspects involved in the case, it is necessary to reproduce relevant Section of the Industrial Disputes Act, 1947, which is as under :-

“Section 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.”

19. Learned Advocate on behalf of the second party workman has relied upon the following case laws :-

1) **H.D. Singh V/s. Reserve Bank of India and others, Civil Appeal No. 6417/NL/1983 dated 10.09.1985.** In the said case, the Hon'ble Supreme Court observed as under :-

“13. We hold that the appellant is entitled to succeed. We set aside the order of the Industrial Tribunal and hold that the striking off the name of the appellant from List II amounted to retrenchment under Section 2(oo) of the Act and was in violation of Section 25-F. We direct the first respondent-bank to enlist the appellant as a regular employee, as Tikke Mazdoor, to reinstate him and pay him his back wages up-to-date. The appeal is allowed with costs quantified at Rs. 3,000.”

2) **Trade-Wings Limited V/s. Prabhakar Dattaram Phodkar of Bombay and Ors, reported in 1992 LR (1) 480.** In the said case, the Hon'ble Bombay High Court observed as under :-

“10. - - - - -. We have then the evidence of Madhav Narayan Nair, Administrative Officer of the petitioners. He has also deposed that the seniority list displayed on 11th February, 1985 was in respect of Junior Assistants in the Accounts Department. Since the list which was displayed was only in respect of the Junior Assistants in the Accounts Department, the same would not comply with the mandatory requirement of Rule 81 of the Industrial Disputes (Bombay) Rules, 1957 and Section 25G of the Industrial Disputes Act. Rule 81 of the Industrial Disputes (Bombay) Rules enjoins upon the employer before effecting retrenchment to prepare a list of workmen in the particular category from which retrenchment is contemplated arranged according to the seniority or their service in that category. The object of the Rule is apparent. It is to ensure the due compliance of Section 250 i.e. last come first go. In the present case what has been done is a display of seniority list only of the Accounts Department and not in respect of Junior Assistants of the other departments of the petitioner Company. The provisions of Rule 81 are mandatory and, therefore, breach of the same would render the retrenchment invalid. The order of retrenchment of Respondents No. 1 to 8 will, therefore, have to be quashed.

11. There is yet another ground on which the impugned order of retrenchment deserves to be quashed. It is common ground that while effecting the impugned retrenchment, the petitioners have paid retrenchment compensation calculated on the basis of the monthly wages for 30 days and not 26 days. It is contended on behalf of the retrenched workers that this amounts to short payment which is equivalent to no payment and hence the impugned retrenchment is invalid as having been made with undue haste and not in good faith.”

3) **Umesh Saxena V/s. Presiding Officer, Labour Court, Agra and others, reported in 1993 FLR (66) 566.** In the said case, the Hon'ble Allahabad High Court observed as under :-

“11. Provisions of Section 25 of the Industrial Disputes Act were, therefore, necessarily to be followed by the employer before issuance of the order dated 16.7.82. The petitioner was retrenched and his retrenchment was made without following the mandate contained in Section 25-F of the Industrial Disputes Act. That being so, the retrenchment of the petitioner is void and cannot be supported in law.”

4) **Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another V/s. Mohd. Naim s/o Abdul Rahim, reported in 2009 (1) Bom. LC 453 (Bom).** In the said case, the Hon'ble Bombay High Court observed as under :-

“11. It therefore follows that the mode or manner of entry into service is one of the relevant factors to be considered here and distinction between cases of prayer for regularisation & reinstatement being made earlier is now not available after the constitutional bench verdict of Hon. Apex Court in case of Secretary, State of Karnataka .vrs. Umadevi (supra). In public employment therefore mere violation of S. 25F or S.25G or S.25H by itself may not be sufficient to sustain reinstatement if employment is not secured in accordance with relevant rules for recruitment or Art. 14 of the Constitution Of India.”

However, in the said case, it has also been observed that -

“But then if it is proved by the complainant/employee that after terminating him in violation of S.25F or without publishing seniority list as required by the Rule 77 or 81 of Industrial Dispute Rules (Central or State), the work continued or his juniors were retained in service, and he could have performed work had he not been terminated, the grant of relief of reinstatement is justified.”

5) **Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed, Civil Appeal No. 6188 of 2019, arising out of SLP (C) No. 8112 of 2019, dated 21.08.2019.** In the said case, the Hon'ble Supreme Court observed as under :-

“12. In the present case the first inquiry resulted in a report which came to the conclusion that the charge of misconduct was not substantiated. Upon finding that the convening of a fresh inquiry without recording reasons was contrary to law, the High Court would have ordinarily granted liberty to the Municipal Council to take a fresh decision after due notice to the appellant. Such a course of action was, however, rendered impracticable by supervening events. The writ petition instituted by the appellant before the High Court in 1996 remained pending for nearly eighteen years. The appellant had been removed from service on 29 June 1996. Considering the lapse of time, reopening the proceedings would not be expedient in the interest of justice particularly when the appellant had, in the meantime, attained the age of superannuation in 2005. Relegating the appellant to a protracted course of action by restoring the proceedings before the disciplinary authority would also not be fair and proper after a lapse of nearly fourteen years since his retirement.

13. Having due regard to the principles which have been enunciated in *Deepali Surwase* by this Court, the High Court was not, in our view, justified in denying the back-wages to the appellant altogether. Bearing in mind the circumstances which have been noted above, a lumpsum compensation should be directed to be paid.”

6) **Samishta Dube V/s. City Board, Etawah & Another, reported in 1999 CLR 460.** In the said case, the Hon'ble Supreme Court observed as under :-

“9. It is true that the rule of 'first come, last go' in section 6-P could be deviated from by an employer because the section uses the word 'ordinarily'. It is, therefore, permissible for the employer to deviate from the rule in cases of lack of efficiency or loss of confidence etc., as held in *M/s. Swadesamitran Limited, Madras v. Their Workmen*, [1960] 3 SCR 144. But the burden will then be on the employer to justify the deviation. No such attempt has been made in the present case. Hence, it is clear that there is clear violation of Section 6-P of the U.P. Act.”

7) **General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote, reported in 2001 LAB I.C. 2127.** In the said case, the Hon'ble Bombay High Court observed as under :-

“Now, if this test is applied to the present case, it can very well be said that respondent No. 1, who was appointed as a part-time sweeper and was required to do manual and unskilled work is a 'workman' within the meaning assigned to the said terms in the Act and as he worked for more than 240 days in a year, the provisions of Section 25F of the Act are applicable to the case in hand and as neither any notice, as contemplated under Section 25F of the Act, was served upon the respondent No. 1 nor he was paid compensation in lieu of the said notice, nor was paid retrenchment compensation, it cannot be said that the provisions of Section 25F of the Act were duly complied with. It has been time and again held by this Court as well as by the Apex Court that the non-compliance of the mandatory provisions of Section 25F of the Act would render the termination of service void ab initio. I am fortified in this view by a decision of the Apex Court in the case in *Mohanlal v. Management of M/s. Bharat Electronics Ltd.*, (1981) 3 SCC 225 : (1981) Lab IC 806). ”

8) **Gauri Shankar Vs. State of Rajasthan, reported in 2015 LLR 785.** In the said case, the Hon'ble Supreme Court observed as under :-

“15. Therefore, in view of the above said case, the learned single Judge in exercise of its powers under Articles 226 and 227 of the Constitution of India erroneously interfered with the award of reinstatement and future salary from the date of award till date of reinstatement as rightly passed by the Labour Court recording valid and cogent reasons in answer to the points of dispute holding that the workman has worked from 1.1.1987 to 1.4.1992 and that non-compliance of the mandatory requirements under Sections 25F, 25G and 25H of the Act by the respondent-Department rendered its action of termination of the services of the workman as void ab initio in law and instead the High Court erroneously awarded a compensation of Rs. 1,50,000/- in lieu of reinstatement. - - - - -.”

9) **Bright Export Limited v/s. Central Board of Trustee, EPF Organisation, reported in 2016 LLR 487.** In the said case, the Hon'ble Delhi High Court observed as under :-

“When a particular fact is within the special knowledge of the opposite party, the burden to prove the same lies upon the opposite party in terms of section 106 of the Indian Evidence Act, 1872, even if the same has been pleaded by other party.”

10) **Sanjay Kumar s/o Surendra Kumar Sharma V/s. Chief Executive Officer, Janpad Panchayat, Ratlam, reported in 2010 LLR 1065.** In the said case, the Hon'ble Madhya Pradesh High Court observed as under :-

“If the party possesses best evidence and is not produced before the Court, an adverse inference can be drawn under the Evidence Act against such a party.”

11) **Vilas Agaji Pawar and others V/s. The Union of India Additional Solicitor General and Others, Writ Petition No. 379 of 2024 dated 12th January, 2024.** In the said case, the Hon'ble Bombay High Court observed as

under :-

*“19. It is, thus, crystal clear that the OTM was meant only for those Safai Karmacharis or Sub-Staff, who were already working with the Bank. These directions of the Honourable Supreme Court read with the law laid down in **Umadevi** (supra), lead to a sine-qua-non that the only option available for the Bank was to ensure that the long serving employees as like the Petitioners at it's various establishments and branches in India, were considered for the OTM.”*

12) **Chief Conservator of Forests, Pune (T) and another, V/s. Janabai Sonaba Sarpale, reported in 2019 (1) Bom.LC 18.** In the said case, the Hon'ble Bombay High Court has observed as under :-

“25. The Apex Court in MSRTC (supra) has clearly observed that the issue relating to unfair labour practices was neither referred nor considered or decided in Uma Devi's case and therefore, the ruling in., Uma Devi (supra) does not denude the Industrial and Labour Courts of their statutory power under section 30 read with section 32 of the MRTUP and PULP Act to order permanency of the workers who have been victim of unfair labour practice on the part of the employer under Item 6 of Schedule IV. The Apex Court in fact, held that Uma Devi (supra) 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 a case of unfair labour practice on the part of the employer under Item 6 of Schedule IV is established.”

13) **K.V. Durga Prasad & Ors. V/s. Sri. Durgamalleshwara Swami Vari Devasthanam Vijayawada & Ors., reported in 1996 LLR 329.** In the said case, the Hon'ble Andhra Pradesh High Court observed as under :-

“ - - - - - . Thus, I find that the impugned termination orders are in violation of principles of natural justice. Without going to the respective merits of the case, I am inclined to allow this writ petition on the ground of contravention of principles of natural justice.”

14) **Spentex Industrial Limited V/s. Member, Industrial Court, Nagpur and others, reported in 2011 (131) FLR 843.** In the said case, the Hon'ble Bombay High Court Bench at Nagpur observed as under :-

“6. - - - - - . In the instant case, it is pertinent to note that the Labour Court had passed an order on 09/03/2009 directing the respondent No. 3 to file a reply to the Enquiry Officer's Report. The next two days i.e. 10th and 11th of March, 2009 were holidays and the respondent No. 3 became aware of the order only on 12/03/2009. But before he could file a reply, the petitioner-Company hurriedly issued the dismissal order on 13/03/2009, which was served on the respondent No. 3 on 17/03/2009. It is further required to be noted that the Complaint was pending and the respondent No. 3 had sought to amend the Complaint so as to incorporate a challenge to the dismissal order and had also filed an application for interim relief in respect of the said dismissal order. Both the Courts below in the said fact situation were right in coming to the conclusion that the petitioner-Company had sought to avoid filing its reply so that a covert action of dismissal could be taken against the respondent No. 3. Though, it is debatable whether the principles applicable in respect of Section 33 of the Industrial Disputes Act, would stricto sensu apply to the proceedings under the M.R.T.U. & P.U.L.P. Act, 1971, but the least that was expected from the petitioner-Company was that when the parties were before the Court and when an application for interim relief was pending, the petitioner-Company ought to have informed the Court of the action it proposes to take based on the enquiry officer's report. Having not done so, in my view, the Courts below were right in protecting the services of the respondent No. 3 pending the Complaint. The facts of the present case are such that the discretion exercised by the Courts below in granting the interim relief cannot be faulted with.”

20. Learned Advocate on behalf of the first party bank has relied upon the case of **Secretary, State of Karnataka and Ors. V/s. Umadevi and others, reported in AIR 2006 SC 1806**. In the said case, the Hon'ble Supreme Court has observed as under:-

“ - - - - - . It has also led to persons who get employed, without the following of a regular procedure or even through the backdoor or on daily wages, approaching the Courts, seeking directions to make them permanent in their posts and to prevent to regular recruitment to the concerned posts. - - - - - . It is time, that Courts desist from issuing orders preventing regular selection or recruitment at the instance of such persons and from issuing directions for continuance of those who have not secured regular appointments as per procedure established. The passing of orders for continuance, tends to defeat the very Constitutional scheme of public employment. - - - - - .”

Thus, it becomes clear from the observation of the Hon'ble Supreme Court in the said case that the persons who did not enter the services through any open competition or selection process as required by the law, had no right to the post held by them or to be continued in service.

21. Having regard to all the legal as well as factual aspects involved in the matter as discussed herein above, and after giving thoughtful consideration to the observations of the Hon'ble Supreme Court and the Hon'ble High Courts in the above referred case laws, this Court is of the view that the provisions of the Industrial Dispute Acts are applicable to the first party, and the second party has completed 240 days in the preceding 12 months of his oral

termination dated 01.02.2016, and his termination is without following mandatory provisions of the Industrial Disputes Act, 1947, which is illegal and improper termination violating the statutory provisions of the Industrial Disputes Act, 1947. Resultantly, issue No. 1 is answered affirmatively.

22. Considering the entire factual and admitted position of the present case as well as the provisions of law, reinstatement of the second party workman with the first party will not be appropriate. Instead of reinstatement, awarding a reasonable lump-sum amount of compensation to the second party workman would be just and appropriate. In view of the facts and circumstances of the case, taking into consideration last designation, last drawn wages, service tenure and age of the second party workman, in my considered view, awarding lump-sum compensation amount of Rs. 50,000/- to the second party workman would meet the ends of justice. Resultantly, issue No. 2 is answered accordingly. For issue No. 3, the following Award is passed.

AWARD

1. The reference is answered partly affirmative as under :-

- A. It is declared that the oral termination of the second party dated 01.02.2016 is illegal and improper.
 - B. The second party workman is entitled for lump-sum compensation amount of Rs. 50,000/-.
 - C. The first party is directed to pay compensation amount of Rs. 50,000/- to the second party workman.
 - D. The first party is hereby directed to comply the order within two months from the date of publication of the Award.
 - E. If the first party failed to comply the order within time, then the second party workman is entitled to simple interest at the rate of 6% per annum on the compensation amount of Rs. 50,000/-, from the date of this Award till its actual realization.
3. Five copies of this Award be sent to Regional Labour Commissioner, office of the Regional Labour Commissioner, 1, Kaul Building, Shankar Seth Road, Gurnanank Nagar, Pune – 411002 for publication and further necessary action.
4. No order as to costs.

A.G. DESHMUKH, Presiding Officer & Judge

Date : 31.08.2024. 2nd Labour Court, Ahmednagar.

Argued on: 28.08.2024.

Judgment dictated on: 31.08.2024.

Judgment transcribed on: 25.10.2024.

Judgment checked & signed on: 25.10.2024.

नई दिल्ली, 27 जनवरी, 2026

का.आ. 99.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 अहमदनगर के पंचाट (9/2017) प्रकाशित करती है।

[सं.एल-12025/01/2026-आई.आर.(बी-1)-34]

सलोनी, उप निदेशक

New Delhi, the 27th January, 2026

S.O. 99.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 9/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-34]

SALONI, Dy. Director

ANNEXURE

IN THE LABOUR COURT AT AHMEDNAGAR

(Before Shri Sharad G.Deshpande Presiding Officer, Labour Court ,Ahmednagar)

Exh. O-10

Reference (IDA) No. 9/2017**(CNR No. MHLC160001042017)**

1. Regional Manager,
Central Bank of India,
Regional Office, Aurangabad 5/5/72,
New Usmanpura, Aurangabad, 431005

2. Branch Manager,
Central Bank of India,
Branch Jamkhed, Po.: Jamkhed,
Tal.: Jamkhed, Dist.: Ahmednagar.

2A. Regional Manager,
Central Bank of India,
Plot No. 56, M.I.D.C.,
Sahyadri Chauk, Nagapur,
Ahmednagar.

... **First Party**

Vs.

Shivkumar Mahadeo Dongare

Age: 35 Years, Occ.: Nil,

At: Court Road, Post.: Jamkhed,

Tal.: Jamkhed, Dist.: Ahmednagar ... **Second Party**

CORAM: Shri Sharad G. Deshpande, Judge, First Labour Court A.nagar.

Advocates : T.T. Kakad Advocate for First Party.

Shri K.Y. Modgekar for Second Party.

AWARD

(Date: 25-07-2024)

1. This Reference IDA Application filed by Second Party Shivkumar Mahadeo Dongare against First Party Central Bank of India, branch Jamkhed District Ahmednagar where he was acting as Sweeper. However, on 3.1.2004 he was removed from service on the basis of oral order. Being aggrieved by said order he has filed this said reference IDA application for reinstatement alongwith all benefits. Brief facts of the Application are as under-

2. The second party Shivkumar Mahadeo Dongare (Labour) is Sweeper towards the first party Central Bank of India (Bank) at branch Jamkhed since 1998. Initially his salary was Rs. 10/- only. Neither any appointment letter, nor any salary slip given to him. He has given unblemished and continuous service since 1998 to 2004 near about 6 years. On 3-1-2004 he was dismissed from service by oral order. Therefore, he raised said issue before Labour Commissioner at Pune. However, there was no settlement and therefore such reference. He was many times requested for his reinstatement however Bank pay no heed. In between, in the year 2013 there was process started for recruitment, he has also taken part in the said recruitment however no appointment was given to him. Further Bank did not comply the Section 25-F, G, H. Actually he was given 240 days service and his post was permanent. Though recruitment process was held however no appointment was given to him. His last salary was Rs. 60/- per day. He was dismissed from services against principles of natural justice without any permission.

3. On the contrary, other workers namely Ravi Aher, Bhaskar Zole, Ravi Vadane, Keru Borude, Ganesh Raskar, Vilas Ege, Kiran Kadu, Sunil Borhade, Sanjay Shinde was kept on establishment. Furthermore, one Sharifa Shaikh as appointed at Samesharpur branch. The second party was removed from service without any valid reason and legal

way. Therefore oral order dated 3-1-2004 needs to be vacated and it prayed that the second party should appoint alongwith salary and all benefits. Hence, this application.

4. In pursuance of notice first party Nos. 1 & 2 Central Bank appeared and filed their detail written statement at Exh. C-6.

5. In between the address of the bank was changed and necessary amendment was taken on record. A pursis has filed to read the original Say of Bank. Pursis was at Exh. C-23.

6. Bank has filed detail Say at Exh. C-8 and denied all the averments in application. According to the first party application is not legal and maintainable as per law. The second party has never locus-standi to file such application. The application was filed beyond prescribed period of limitation. It was specifically denied that the bank has given oral order on 3.1.2004 regarding dismissal of the said second party. The last salary of Rs. 60/- per day was denied by the bank. It is clarified by bank that no any appointment was given to the second party. Actually the appointment of the employee, dismissal, promotions these rights were not vested with the bank. It was vested towards Zonal officer. All appointments were fulfilled by after giving public notice in news paper. There was no any rule to give permanency to the workers who have completed 60 or 45 days. There was no any classification as temporary or permanent Sweeper in bank. The second party ought to appoint as per rules and conditions given to him in advertisement. No condition under sec. 25 F, G and H and rule 80, 81 were applicable to bank. It was also denied that, his service was unblemished. Actually he has filed matter towards Labour Officer without any valid reason. He never given continuous service to the bank, nor bank dismissal him. Actually his work was temporary and he has given per day salary. Whenever work was available bank used to call him, he never worked as permanent or temporary worker towards bank. Therefore no question arises regarding any notice pay or compensation. As he was not in service towards bank no question arise to prepare any seniority list, no any particular work allotted to him. Now a days there was no work available which was suitable to him. Already he was going towards another bank regarding his work. He has filed this application only to harass the bank. Lastly, they prayed for rejection of this application with cost.

7. On the basis of application and W.S. filed on record my learned predecessor has framed issues at Exh. O-8, to which I have recorded my findings thereon with the reasons mentioned below-

Sr. No.	ISSUES	FINDINGS
1	Does the second party prove that the first party has illegally and improperly terminated his services by oral order dated 3-1-2004, violating the statutory provisions of I.D. Act, 1947?	Negative
2	Does the Second Party prove that he is entitled for reinstatement with continuity of service and full back wages from the date of termination?	Does not survive
3	What Award ?	As per final order

REASONS:

8. Issue No.1:

To substantiate his claim, second party has given oral and documentary evidence at Exh. U-13. He has filed caste certificate, certificate of second party, certificate of service, some letters of Association, orders given by Bank to other employee, the letter regarding recruitment Zonal Officer Guvahati, letter regarding information of employees, circular dated 14.8.2012, 23.3.2013, advertisement, letter given by second party dated 25.11.2011, also some advertisement at Exh. U-17, a letter issued by first party dated 22.11.2011, order given by main office dated 28-6-2021, first complaint filed by the second party dated 15-6-2021, particulars regarding Class-IV employee, letter of Jamkhed Merchant Bank 29.6.2017, some letters of second party dated 22.11.2011, 18-1-2013 and 30-1-2013, application filed by second party dated 5.11.2022, reply of Bank, letter from Jamkhed Merchant Bank dated 11-10-2008, order regarding recruitment dated 11-10-2009, post packet, order regarding recruitment dated 20.12.2023, copy of letter issued by first party dated 26-12-2023, orders in W.P.No. 379/ 2024, and W.P. No. 14519/2012 of Hon'ble High Court Jabalpur, Madhyapradesh, some paper cutting of daily Yashbharati, cutting of recruitment in Loksatta newspaper, application of second party dated 4-1-2024, news regarding cancellation of recruitment dated 13-1-2024, letter from association dated 10.1.2024 and some receipts placed on record.

9. To substantiate their claim, the second party examined himself at Exh. U-13 and reiterated the contention in the application. I have refrain myself to mention the same. He has filed evidence closed pursis at Exh. U-15. *Per contra*, bank has examined one Shri Mangesh Ganesh Patil at Eh. C-14 and one another witness namely Sonali Jadhav at Exh. C-18 and filed evidence closed pursis at Exh. C-22.

10. According to the second party, he has given unblemished and continuous service for 6 years and therefore, he has eligible as permanent employee of bank. However, bank did not given permanency to him. On the contrary, on 3-1-2004 he has been dismissed from service. Actually there is some procedure ought to be adopted by bank regarding permanency. According to this second party the employees who has completed 60 days and now in 45 days these employees are eligible for permanency and therefore to prove the said fact burden shifts on the shoulder of the second party himself, but he did not succeed the same. He has to prove the some one has given permanency by adopting this procedure. According to him, on 3.1.2004 he removed from service and it was oral termination. I have minutely gone through with all documents filed on record. However no any sufficient evidence placed on record by the second party except some answers regarding vouchers. Learned Advocate Kakad turned my attention to cross examination. Actually Central Bank is Nationalized bank and such bank having no powers to dismiss to any one by oral termination. Furthermore, the recruitment process has to adopt by bank. Though the second party submitted that he has Sweeper since 1998 however no any documentary evidence placed on record. *Per contra*, he has admitted at Exh. U-13 that the appointment of any employee has to fill up only by due procedure by public advertisement in news paper. However, in the year 2008 no any advertisement had been published by bank. Also no any written or oral examination was held. There was no any agreement between him and bank regarding his service. Also no appointment letter given by bank. He has also admitted that bank has not given any particular work to him. Further Kakad Advocate turned my attention that he has no authority to sign any register of the bank. Also he has no any authority to record any entries in register and therefore, no any cogent evidence placed on record by the second party.

11. To substantiate their claim, he mentioned that on 1-4-2017 he was removed from service. His service was clean and unblemished. However no any appointment letter or salary slip given to him. Also compensation of sec. 25-F, 25-G, and 25-H not given to him. Advocate Kakad has taken cross of the second party and turned my attention that in the year 2008 no any advertisement given by the bank and no any written and oral examination taken by bank. Neither any appointment letter, nor salary slip given to him. He has no authority to sign any register. No signature taken on attendance register. The voluminous documents placed on record regarding recruitment process in the year 2013 at Exh. U-27 but thereafter said recruitment process was cancelled. The copy of order in W.P. No. 379/ 2024 and W.P. No. 14519/ 2015 order of Hon'ble Jabalpur High Court placed on record. However these matters are not connected with the matter in hand. The recruitment notification No. 2425 was also placed on record at Exh. U-33. Copy of order in W.P. No. 3781/ 2014 dated 14-3-2016 of Hon'ble Apex Court placed on record. I have minutely gone through with all these documents. However, did not find any relevancy of these matters regarding matter in hand in my opinion, any recruitment process must be clean, transparent and definite no may one can allow to appoint above process.

12. When any one make prayer of permanency he has to prove his entry was valid one and burden shifts on his shoulder. Learned Advocate Shri Modgekar submitted that no seniority list was published. He also mentioned some names like Ravi Aher, Bhaskar Zole, Ravi Vadane, Keru Borude, Ganesh Raskar, Vilas Ege, Kiran Kadu, Sunil Borhade etc. they were in service but such argument though attractive but not digestible. He has to make their own case on own footing. The judgment of Court were not depend on qualitative but depend on quantity therefore I do not wish to comment in case of other workers.

13. Learned Advocate Shri Modgekar turned my attention to the recruitment process in 2013 and stay orders passed in W.P. No. 365 and 374/2014. The advertisement was published in English and sweeper does not understood the same. It should be vernacular local language but thereafter whole process was cancelled. The reference should not be taken from said matter. At Exh. U-23 there are some letters regarding recruitment process of Sweepers. Also copy of orders of other Hon'ble High Courts, Guwahati and Nagpur bench. The copy of W.P. No. 356/ 2016, W.P. No. 8275/ 2018 was placed on record. I have minutely gone through with orders of Hon'ble High Court in W.P. No. 8275/ 2018 Sandip Prahalat Engole & others. However, in this matter there was memorandum of settlement and if any recruitment was started than these sweepers has to be considered on priority basis. In case in hand no specific order given by any Hon'ble High Court. In W.P. No. 17273/ 2016 Pradipkumar Shuklya Vs. Central Bank of India recruitment process was suspended. In short, there was many case filed by Sweepers against Central bank and facts are different. In my opinion, the second party has to prove their case by filing some probable evidence however in this matter no any documentary evidence given by the second party. *Per contra*, Central bank examined on Mangesh Ganesh Patil at Exh. C-14 and Sonali Jadhav at Exh. C-18. In cross examination very much reliance given on the vouchers. Actually these are witnesses of bank and in my opinion only vouchers of the documents could not decide merit in their prayer and therefore we could not rely on oral testimony of these bank officers. The signatures of the employee is to give on bank vouchers. Another employee Vinod Ghaytadak was also appointed thereafter Shri Dongare. The date and time was mentioned on vouchers regarding payment. They tried to came on record except these evidence no other evidence available with second party. Shri Mangesh Patil already deposed that he could not assign the salary of Shri Dongare.

14. In cross examination of Sonali Jadhav very much relied on voucher. The expenses of daily wages worker used to shown in daily wages account. However, the reasons of the expenses not mentioned on voucher. No any documents available with bank regarding daily wages worker. In my opinion, for appointment of any employee there should be first creation of post and thereafter advertisement must be published in news paper. In present matter he

was appointed in 1998 and having salary of Rs.60/- per day and he has working 45 days did not prove by him and no any documents placed on record regarding the same. Though whole case depend upon other employee who were in service and vouchers available towards bank and therefore, I do not think that he was eligible for reinstatement in service only on some admissions given in cross examination.

15. Learned Advocate Kakad placed reliance on **Secretary State of Karnataka and Ors. Vs. Umadevi (AIR 2006 SC 1806 (SC))** wherein it is held that-

"Constitution of India] Art 16, Art 162, Art 226, Art 14, Art 39(d) Public employment Appointment dehors due process of selection envisaged by constitutional scheme- Confers no right on appointee- Regularisation of daily wagger, temporary/ contractual employees appointed in violation of constitutional scheme- Right of Court/ executive would not extend to directing regularisation to be treated as permanence in service- Fact that employee has continued for long, irrespective- That apart, principle of equal pay for equal work cannot also be applied for giving relief of permanency- Doctrine of legitimate expectation cannot be invoked by such employees merely because in past State had regularised similarly placed on record.

It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right. High Courts acting under Article 226 of the Constitution of India, should not ordinarily issue directions for absorption, regularization, or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme. Merely because, an employee had continued under cover of an order of Court, which we have described as 'litigious employment' in the earlier part of the judgment, he would not be entitled to any right to be absorbed or made permanent in the service. In fact, in such cases, the High Court may not be justified in issuing interim directions, since, after all, if ultimately the employee approaching it is found entitled to relief, it may be possible for it to mould the relief in such a manner that ultimately no prejudice will be caused to him, whereas an interim direction to continue his employment would hold up the regular procedure for selection or impose on the State the burden of paying an employee who is really not required. The courts must be careful in ensuring that they do not interfere unduly with the economic arrangement of its affairs by the State or its instrumentalities or lend themselves the instruments to facilitate the bypassing of the constitutional and statutory mandates.

In my opinion in this case, criteria mentioned regarding promotion on temporary employee and daily wages. When there was any appointment in Nationalized bank there must be apply principle of equity. There should not be any violation of these principle of equity in between daily wages, contract labour and seasonal workers. "Same workers same pay" ^leku dke leku osru* these principle is not apply here and therefore, others State apply these rules must be apply case in hand. These principle is not sustained. In case in hand Shri Modgekar submitted that same other workers are in service and such rule must be apply to case in hand however Rule of equality in public employment is basic feature of our Constitution and therefore this court having no right to give appointment of a particular employee and violate these fundamental principle. The same fact mentioned in case of Umadevi that the workers who are doing job on basis of honorarium should not be permanent.

16. The Learned Advocate Shri Modgekar relied on **Chief Conservator of Forests, Pune and another Vs. Janabai Sonaba Sarpale (2019 (I) Bom.L.C. 18)** wherein it is held that-

"Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971, Section 30, Sch-IV, Items 6,9- Regularisation- power of Industrial Court- Plea raised that in view of Uma Devi's case- Industrial Court has no power to regularise- Held, once a case of unfair labour practice is established, Industrial Court has power to regularise services."

The case of Umadevi is not applicable here. However, in this above case the Court has declared unfair labour practice but case in hand facts are different one.

17. I have to mention the fact that the second party admitted in cross examination he was Peon in Jamkhed Merchant Co-operative Bank on 6-1-2001. On 1-6-2007 bank made him permanent however, licence of the said bank was cancelled. It has to be noted here this matter was filed in the year 2017. It shows that he has given service in another bank near about 17 years however, he did not mention the same. It shows that he has kept lien on another bank who seek equity must do equity. It is to be noted that he has obtained salary for year 2001 to 2017 from Merchant Bank and he sought this salary in the present matter and these facts suppressed by him.

18. The Advocate Shri Modgekar also relied upon the following judgments-

1. **H.D. Singh Vs. Reserve Bank of India and others (S.C. Labour Judgments 1984 to 1987 p 610)**, wherein it is held that-

"Industrial Disputes Act, 1947-Sections 2(oo), 25-B- "Retrenchment" meaning of- Dailyrated worker- His

name struck off rolls on ground of passing matriculate examination – In instant case retrenchment of appellant by striking off name from rolls held to be retrenchment- Retrenchment effected in violation of Section 25-B is invalid.”

2. **Trade-Wings Limited Vs. Prabhakar Dattaram Phodkar of Bombay and Ors. (1992 I CLR, 480)** wherein it is held that-

"S-25-F Industrial Disputes (Bombay) Rules, 1957-Rule 81-Display of Seniority List Category-wise before effecting retrenchment-Failure to display such list-Effect- The said provision being mandatory, retrenchment will have to be quashed."

Both the matters were relating to permanent employee. Therefore, ratio does not apply to case in hand.

3. **Umesh Saxena Vs. Presiding Officer, Labour Court, Agra and others (1993 FLR (66) 566)** wherein it is held that-

"Section 25-F of the Act would certainly apply to the petitioner even if his appointment was *ad hoc* or temporary. The fact that he had worked for more than 240 days in a year immediately preceding the issuance of termination order would make it imperative for the employer to follow the procedure laid down under the Act."

It is not proved he has given 240 days service.

4. **Divisional Secretary, Maharashtra State Board of Secondary and Secondary Education, Nagpur and another Vs. Mohd. Naim S/o Abdul Rahim (2009 (1) Bom.LC 453 (Bom))** wherein it is held that-

" Sections 25-F, 25-G, 25-H-Termination-And, reinstatement of an employee-Mode, or manner of entry into service- Is one of relevant factors, to be considered-And, distinction between cases of prayer for regularization and reinstatement being made earlier, is now not available after Constitutional Bench of Apex Court in the case of Secretary State of Karnataka Vs. Umadevi-In public employment."

5. **Jayantibhai Raojibhai Patel Vs. Municipal Council, Narkhed (Civil Appeal No. 6188/ 2019)** wherein it is held that-

"Illegal termination-Reinstatement without back wages- Denial of back wages to employee who has suffered due to illegal act of employer would amount to indirectly punishing employee concerned and rewarding employer by relieving him of obligation to pay back wages including emolument- Charge of misconduct not substantiated-Convening of fresh enquiry without recording any reasons."

No question arise regarding back wages.

6. **M.P. Electricity Board, Vidisha Vs. Hariram and another (2000 (57) FLR, 750)** wherein it is held that-

" Section 25-F- Constitution of India] 1950-Article 226-Award of reinstatement- passed by Industrial Court in appeal Employees engaged in daily wages.

7. **Samishta Dube Vs. City Board, Etawah & Anothr (1999 LLR 460),** wherein it is held that-

"Section 6-P read with Section 6(N)- Retrenchment-Last come, first go- principle applicable even in case of those employed on daily wages- Section 6-P does not require any particular period of continuous service."

No ratio apply to case in hand and there is recruitment process.

8. **General Manager, Telecom, Nagpur Vs. Naresh Brijlal Charote (2001 LAB.I.C 2127),** wherein it is held that-

"25-F Workman-Definition of- Does not make any distinction between part time employee and full time employee-Respondent appointed as part time sweeper and required to do manual and skilled work-Is a workman- Non compliance of mandatory provision of S.25-F before terminating his services- Order of termination is void *ab initio*."

This matter for reinstatement and not for compliance of Section 25-F.

9. **Gauri Shanker Vs. State of Rajasthan (2015 LLR 785)** wherein it is held that-

"Award of back wages will be on the basis of several factors including length of service financial position of the employer, un-employment of the workman after termination of his services etc."

No question arise regarding back wages.

10. **Bright Export Limited Vs. Central Board of Trustees, EPF Organisation (2016 LLR 487)** wherein it is held that-

" When a particular fact is within the special knowledge of the opposite party, the burden to prove the same lies upon the opposite party in terms of section 106 of the Indian Evidence Act, 1872, even if the same has been pleaded by other party."

11. **Sanjay Kumar S/o Surendra Kumar Sharma Vs. Chief Executive Officer, Janpad Panchayat, Ratlam (2010 LLR 1065)** wherein it is held that-

"If the party possesses best evidence and is not produced before the Court, an adverse inference can be drawn under the Evidence Act against such a party."

No appointment letter was given and salary given day to day therefore ratio not applicable to here.

12. **Central Welfare Board and Others Vs. Ms. Anjali Bepari and others (1996 LLR 1089)** wherein it is held that-

"CASUAL EMPLOYEE- Regularisation of Project is being would up in phased manner and services also being phased out-Service of Petitioner cannot be regularised- Direction to continue her in any other temporary scheme issued- Dispensing of service should be done on basis of last come first go."

13. **Samishta Dube Vs. City Board, Etawah & Another (199 LLR 460)** wherein it is held that-

"Section 6 P read with 6(N)- Retrenchment- Last come, first go- Principle applicable even in case of those employed on daily wages- Section 6P does not require any particular period of continuous service."

Ratio not applicable here.

14. **Vilas Agaji Pawar and others Vs. The Union of India Additional Solicitor General and others (W.P. No. 379 of 2024 dated 12-1-2024)**

In the present matter the language of advertisement should be in vernacular as per verdict of Hon'ble Supreme Court and therefore, I have recorded negative finding to issue No.1.

Issue No.2:

19. This employee was working towards bank as unskilled labour he did not prove that he has given continuous service for 240 days and therefore, no question arise of any reinstatement alongwith back wages and therefore, issue no.2 does not survive. In the interest of justice, I am inclined to pass the following order:-

AWARD

1. The reference is answered in the "negative".
2. No order as to costs.
3. Four Copies of this award be sent to the Regional Labour Commissioner (C), Pune for publication and necessary action.

Ahmednagar

Dated :25.07.2024

SHARAD G.DESHPANDE , Presiding officer

Judgment dictated on : 23.05.2025

Judgment transcribed on: 23.05.2025

Judgment checked & signed on: 23.05.2025.

Marathi to English Translation on : 23.05.2025

नई दिल्ली, 27 जनवरी, 2026

का.आ. 100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 10/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/01/2026 को प्राप्त हुआ था।

[सं. एल-23012/3/2019-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2019) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 23/01/2026.

[No. L-23012/3/2019- IR (CM-II)]

SALONI , Dy. Director/Link officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.**

Present: Mr. Kamal Kant, PO-cum-Link Officer.

ID No.10/2019

Registered on:-08.05.2019

Sh. Loka Ram S/o Shri Narainu Ram R/o VPO-Soi, Tehsil-Ghumarvin, Distt. Bilaspur (HP) Himachal Pradesh-174001.

.....Applicant/Workman

Versus

1. The Chairman, Bhakra Beas management Board, Madhya Marg, Sector 19-B, Chandigarh-160019.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175038.

.....Respondents/Management

Present:- Mr. S C Gupta, AR for workman.
Sh. Sandeep Sharma (Law Officer), AR for respondent no.1 & 2.

Award

Passed on:- 30.12.2025

Central Government vide Notification No.L-23012/3/2019-IR(CM-II) dated 23.04.2019 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demands of Loka Ram S/o Sh. Narainu Ram for deeming/considering him in continuous service upto age of superannuation and resultantly entitled for consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?”

1. The brief facts, related to the case are that the construction of Beas Sutluj Link Project {hereinafter called as BSL(P)} started in the year 1962 under Beas Control Board, which was constituted on 10.02.1961 with its headquarter at Sundernagar. After passing of Pb. Re-Organization Act, 1966 (hereinafter called “Re-Organization Act”) Beas Control Board was replaced by Beas Construction Board (hereinafter called “BCB”). The workman was employed by BSL Project, Sundernagar on 24.10.1964. The workman who was employed in Beas Project(Unit-1) become the employee of Bhakra Beas Management Board(hereinafter called as BBMB) in pursuance of proviso (1) of Section 80(3) and Section 80(5) of Re-organization Act and the workman become the employee of the Centre Government under the management of B.B.M.B. from 15.05.1976. The workmen of this project were considered as the employees of the Central Government by the Hon'ble Supreme Court in case titled as **Jaswant Singh and others Versus Union of India and others (AIR 1980 Supreme Court page 115)**. The workman has completed 240 days in every calendar year. The management made illegal retrenchment of its employees in phases. The workman was also retrenched by the employer on 13.01.1981 and discharge certificate was issued by the office of Sub Divisional Officer, BBMB Sundernagar in accordance with provision of the Act. The management appointed fresh workmen/employees secretly after the retrenchment of workman, but preference was not given to the workman, violating Section 25F, Section 25H, Rule 77 & 78 of the Act. The BSL Project is an industrial establishment as per Section 25 L of the Act. This action of the management also violates the directions of Hon'ble Supreme Court as mentioned in Para 40 of the case of **Jaswant Singh (supra)**. No notice as per Rule 78 of the Industrial Disputes (Central) Rules, 1957, which is statutory requirement, has been issued to the workman. Not only this no seniority list as per law was prepared and principle of last come first go was violated by the management at the time of retrenchment of the workman, which also violates Section 25G of the Act.

2. It is also maintained that similar matters have been decided by the Hon'ble Punjab & Haryana High Court vide its judgments dated 7.5.2007 in CWP Nos.3061-64 of 2006, 3069 of 2006,3073-3083 of 2006, 3085-3087 of 2006, 3090-3137 of 2006 and 3148-3149 of 2006. These judgments of the Hon'ble High Court have been upheld by the Hon'ble Apex Court in the case titled **Bhakra Beas Management Board Vs. Biri Singh and others etc. in SLP Nos. 16939-17007 of 2007** vide of orders dated 8.7.2014. Vide order dated 8.7.2014 the Hon'ble Supreme Court has ordered that the matter to be taken up before the Industrial Tribunal. Many of the workmen have already taken up the matters before the learned Central Govt. Industrial Tribunal-cum-Labour Court No.1 and 2 Chandigarh. It may also not be out of context to mention here that the present matter is covered by the Judgment of the Hon'ble Supreme Court in the case titled as **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar reported in JT 2014 (10) SC 168**. It is therefore, prayed that the claim petition of the workman may kindly be allowed and retrenchment/discharge order dated 13.01.1981 of the workman be held illegal since workman has already retired in November 2004, so he may be released consequential benefits till date.

3. Respondents filed written statement, alleging therein that workman is Ex-work charged employee of Beas Construction Board, which was constituted under Section 80(1) of the Re-organization Act. The workman was retrenched after completion of the work of BCB in accordance with the provisions of the Act and settlement in this behalf. The workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Irrigation Department Punjab Govt. prior to the re-organization of the erstwhile State of Punjab on 01.11.1966. After re-organization the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organization Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board(hereinafter called as BMB) constituted under Section 79(1) of the Re-organization Act. It is further stated under Section 80(5) of the Re-organization Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organization Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. There was no master-servant relation between the management and the workman. Otherwise also, the retrenchment of the workman as well as similar situated workmen from BCB has been upheld by the Hon'ble Apex Court in the case of Jaswant Singh (supra). Remaining averments have been denied and it is stated that the claim of the workman is hopelessly time barred and the workman has no legal enforceable right to claim employment in BBMB. It is prayed that claim be dismiss.

4. A rejoinder was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.

5. Parties were given opportunity to lead evidence.

Evidence of workman:

6. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.W-1 and has been cross-examined by the law officer of respondents. He also tendered document Ex.W-2 Discharge Certificate and AR for workman closed evidence on 29.08.2023.

Evidence of respondents:-

7. The respondents have filed affidavit of Er. Dinesh Kumar son of Sh. Hawa Singh, Senior Executive Engineer, HC & BG, BBMB Sundernagar, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned AR of workman and management evidence was closed on 28.01.2025 and the matter was fixed for arguments.

Submissions of respondents:

8. While arguing the case, learned Law Officer for the respondents contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Present workman was employed as work charged employee on 24.10.1964 and was retrenched on 13.01.1981. All similar work charged employees including the present workman were engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as Jaswant Singh (supra) has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India.

9. So far as the claim of the workman regarding re-employment after retrenchment on 13.01.1981 is concerned, workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

“It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be

recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected."

10. Learned representative for the management further contended that in this case workman was retrenched on 13.01.1981 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as he has filed the present claim petition on 23.04.2019. To support this view he has placed reliance in the case titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682**, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 38 years. He also relied upon the case titled as **Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018**, where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the Act does not prescribe time limit for referring such dispute. AR for respondents also relied upon the judgment passed by Hon'ble High Court of Himachal Pradesh Shimla in **CWP No.3057 of 2023 titled as Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others** and judgment passed by Hon'ble High Court, Madras in **WP Nos.5556 of 2021 titled as Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others**, wherein it is stated that as per Section 2-A(3) of the Act, the order should be challenged within 3 years from the date of dismissal, discharge, retrenchment or otherwise termination of service as specified in sub-section (1) of Section 2-A. In the present case workman was engaged on 24.10.1964 and was discharged on 13.01.1981 and he has sought re-employment after 38 years which was held to be highly time barred. Thus, he contended that claim of workman is time barred.

Submissions of applicant:-

11. While arguing the case, learned AR for the workman contended that in this case workman was discharged on 13.01.1981 illegally and he was issued discharge certificate W-2 by Sub Divisional Officer, BBMB Sundernagar. He referred to Section 25-H of the Act which provides re-employment of retrenched workman. He further has drawn the attention of the Court towards the statement of the workman. He was required to be adjust in view of Section 25-H of the Act by the management. He was not given any employment. While arguing further, learned AR for the workman referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957 (hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workman and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. He also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the Act.

Findings:-

12. I have given due consideration to the arguments advanced by the learned AR for the workman and also for the respondents.

13. The management relied upon mainly in this case on the case titled as **Jaswant Singh (supra)**, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of petitioners was employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the Bhakra Nangal Scheme.

14. In respect of these employees, it was held as follow:-

"To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi-permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the

Deputationists belong to two different and distinct classes."

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44, 45, 46 and 47 which read as follow:-

"41. A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work-charged employees and many of them have accepted those offers. The rule of 'last come, first go' has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.

45. There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. Jatin Chakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.

46. Apart from the settlement in the conciliation proceedings, an award was made by the Industrial Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work-charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work-charged employees, involving a burden of about Rs. 3 crores on the employers.

47. Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed."

16. Thus, from the above observation of Supreme Court it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Industrial Disputes Act. Their rights flow from that special enactment under which

even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi under Section 12 of the Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceedings an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and management through unions, the same has not been produced by the management despite opportunity was given to file the same. Thus, adverse inference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held:-

“that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence has to produce the same, otherwise adverse inference can be drawn against the said party”.

19. During the course of arguments, respondents were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However, Mr. Sandeep Sharma, Law Officer for respondents stated that aforesaid settlement is not traceable as in similar matter, the same was desired by another Tribunal also and to this effect, he has made his statement. As such adverse inference can be drawn against the respondents in view of the above law.

20. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

“Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot taken upon itself the responsibility of that workman for all time to come. It can be well argued that such a workmen should feel happy and content that instead of remaining un-employed he got employment for a long time.

To assure Industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I felt that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear In mind the limits of the economic capacity of the employer and Endeavour must have ever be made to secure work for every citizen do in our present economy. It is not possible to immediately achieve that object. The workman employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and

Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well at the workman who held from Punjab continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above, would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is work out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

21. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

22. It is specific case of the workman that respondents also appointed fresh workmen, but preference was not given to him, which is in clear violation of section 25-H of the Act. In this regard, it is pointed out that no pointed cross examination has been done by the law officer of the respondents, meaning thereby, the respondents has admitted that they have engaged fresh workmen but preference was not given to the workman.

23. Admittedly, in this case, no effort was made by the respondent to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of

their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

24. Moreover, a perusal of cross examination of Er. Dinesh Kumar (MW1) reveals that the workman was never called for re-appointment at any point of time and as per aforesaid Rule 77 & 78, the workman was required to be given notice. Moreover, no explanation has been given that after the retrenchment of the workman, other persons were not recruited by the management, which is in violation of Section 25-H of the Act.

25. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employ them. However, certainly in respect of work-charged employees present Respondent was directed by the Hon'ble Supreme Court in Judgment of Jaswant Singh (Supra) to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employ them. Thus, it does not lie in the mouth of present Respondent that no relief can be granted against present Respondent as petitioners are not their employees.

26. In the present case, no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in award dated 15.05.1974 in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

27. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT. Moreover, in this case, workman has rendered service of more than 16 years.

28. As regard, this contention of learned AR of management that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondent Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and

operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in Jaswant Singh case (supra) in respect of work charged employees has nowhere stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the management that BCB and BBMB are two separate entities is devoid of merit.

29. So far this argument of Law Officer for the respondent that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2019. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of Jaswant Singh case (Supra). Moreover, limitation was added in Section 2A of the Act in the year 2010 (15.09.2010) and workman was dismissed from service on 13.01.1981 and AR for respondents failed to brought this fact that the aforesaid provision was retrospective.

30. It is added here that in the present case, the reference was made under clause (d) of sub-section (1) of Section 10 of the Act. It is not case filed under Section 2-A of the Act. Hon'ble Supreme Court of India in case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra) has held as follow:

"42. It is an undisputed fact that the dispute was raised by the workman after he was acquitted in the criminal case which was initiated at the instance of the respondent. Raising the industrial dispute belatedly and getting the same referred from the State Government to the Labour Court is for justifiable reason and the same is supported by law laid down by this Court in Calcutta Dock Labour Board (supra). Even assuming for the sake of the argument that there was a certain delay and laches on the part of the workman in raising the industrial dispute and getting the same referenced for adjudication, the Labour Court is statutorily duty bound to answer the points of dispute referred to it by adjudicating the same on merits of the case and it ought to have moulded the relief appropriately in favour of the workman. That has not been done at all by the Labour Court. Both the learned single Judge as well as the Division Bench of the High Court in its Civil Writ Petition and the Letters Patent Appeal have failed to consider this important aspect of the matter."

Even Hon'ble Supreme Court in para no.31 of the said judgment has held as follow:

"31. The rejection of the reference by the Labour Court by answering the additional issue no. 2 regarding the delay laches and limitation without adjudicating the points of dispute referred to it on the merits amounts to failure to exercise its statutory power under Section 11A of the Act. Therefore, we have to interfere with the impugned award of the Labour Court and the judgment & order of the High Court as it has erroneously confirmed the award of the Labour Court without examining the relevant provisions of the Act and decisions of this Court referred to supra on the relevant issue regarding the limitation."

31. Hon'ble Supreme Court has also referred in the said case decision of Ajaib Singh v. The Sirhind Co-Operative Marketing Cum- Processing Service Society Limited & Anr. (AIR 1999 Supreme Court 1351), wherein, Court has opined that relief cannot be denied to the workman merely on the ground of delay, stating that:-

"10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay in shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/ termination or dismissal."

32. In view of the aforesaid observations of the Hon'ble Supreme Court, the delay was not thus fatal to the case of the appellant. It is also added here that so far as the case Ram Chand Vs. The BBMB and another (supra), Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others (supra) and Mr. D Poomaran versus The General Manager, Bharat Petroleum Corporation Ltd. and others (supra) referred by the AR for respondents are concerned, those cases were filed by the workman under Section 2-A of the Act, which specifically provides limitation of 3 years from the date of dismissal or retrenchment. Section 10(1) of the Act

specifically provide that appropriate government may refer any industrial dispute at any time, whereas the same is conspicuously absent in sub-section (3) of Section 2A, which could clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-section (3) of Section 2A. Thus, period of limitation cannot be considered. So far as the case law titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal (supra)**, the same is not attracted to the facts and circumstance of the present case in view of the judgment **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)**, whose relevant paras are reproduced above. Therefore, it cannot be said that case of applicant was beyond limitation.

33. However, it is added that workman in his cross examination has admitted that he was retrenched in 1981 and was given Rs.7000/- at the time of retrenchment. So, there was no violation of Section 25F of the Act. Moreover, it is also not case of the workman that there is breach of Section 25 F of the Act.

34. Further, there was non-compliance of **Jaswant Singh Case (Supra)**, Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

35. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

i. Workcharged employee who has completed 5 years of service shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.

ii. Workcharged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.

iii. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

36. The present work charged workman was employed on 24.10.1964 and was retrenched on 13.01.1981 as mentioned in Discharge Certificate (Ex.W-2) issued by Sub Divisional Officer, BBMB Sundernagar, and has worked for about more than 16 years (more than 5 years), so he is entitled of Rs.50,000/- along with interest @9% per annum from the date of moving the application till its realization.

37. The reference is answered accordingly and stands disposed of.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी बी. एम. बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 21/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/01/2026 को प्राप्त हुआ था।

[सं.एल-23012/15/2019-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2019) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 23/01/2026.

[No. L-23012/15/2019- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH.

Present: Mr. Kamal Kant, PO-cum-Link Officer.

ID No.21/2019

Registered on:-29.05.2019

Sh. Sher Singh S/o Shri Anant Ram, Sian PO Lohara, Tehsil Ballh, Distt. Mandi (HP)-175001.

.....Applicant/Workman

Versus

1. The Chairman, Bhakra Beas Management Board, Madhya Marg, Sector 19-B, Chandigarh-160019.

2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175038.

.....Respondents/Management

Present:- Mr. S C Gupta, AR for workman.

Sh. Sandeep Sharma (Law Officer), AR for respondent no.1 & 2.

Award

Passed on:- 30.12.2025

Central Government vide Notification No.L-23012/15/2019-IR(CM-II) dated 14.05.2019 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Shri Sher Singh S/o Shri Anant Ram for deeming/considering him in continuous service upto age of superannuation and resultantly entitled for consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?”

1. The brief facts, related to the case are that the construction of Beas Sutluj Link Project {hereinafter called as BSL(P)} started in the year 1962 under Beas Control Board, which was constituted on 10.02.1961 with its headquarter at Sundernagar. After passing of Pb. Re-Organization Act, 1966 (hereinafter called “Re-Organization Act”) Beas Control Board was replaced by Beas Construction Board (hereinafter called “BCB”). The workman was employed by BSL Project, Sundernagar on 01.08.1971. The workman who was employed in Beas Project(Unit-1) become the employee of Bhakra Beas Management Board(hereinafter called as BBMB) in pursuance of proviso (1) of Section 80(3) and Section 80(5) of Re-organization Act and the workman become the employee of the Centre Government under the management of B.B.M.B. from 15.05.1976. The workmen of this project were considered as the employees of the Central Government by the Hon'ble Supreme Court in case titled **as Jaswant Singh and others Versus Union of India and others (AIR 1980 Supreme Court page 115)**. The workman has completed 240 days in every calendar year. The management made illegal retrenchment of its employees in phases. The workman was also retrenched by the employer on 18.08.1975 and discharge certificate was issued by the office of Sub Divisional Officer, BBMB Sundernagar in accordance with provision of the Act. The management appointed fresh workmen/employees secretly after the retrenchment of workman, but preference was not given to the workman, violating Section 25-F, Section 25-H, Rule 77 & 78 of the Act. The BSL Project is an industrial establishment as per Section 25 L of the Act. This action of the management also violates the directions of Hon'ble Supreme Court as mentioned in Para 40 of the case of **Jaswant Singh (supra)**. No notice as per Rule 78 of the Industrial Disputes (Central) Rules, 1957, which is statutory requirement, has been issued to the workman. Not only this no seniority list as per law was prepared and principle of last come first go was violated by the management at the time of retrenchment of the workman, which also violates Section 25G of the Act.

2. It is also maintained that similar matters have been decided by the Hon'ble Punjab & Haryana High Court vide its judgments dated 7.5.2007 in CWP Nos.3061-64 of 2006, 3069 of 2006,3073-3083 of 2006, 3085-3087 of 2006, 3090-3137 of 2006 and 3148-3149 of 2006. These judgments of the Hon'ble High Court have been upheld by the Hon'ble Apex Court in the case titled **Bhakra Beas Management Board Vs. Biri Singh and others etc. in SLP Nos. 16939-17007 of 2007** vide of orders dated 8.7.2014. Vide order dated 8.7.2014 the Hon'ble Supreme Court has ordered that the matter to be taken up before the Industrial Tribunal. Many of the workmen have already taken up the matters before the learned Central Govt. Industrial Tribunal-cum-Labour Court No.1 and 2 Chandigarh. It may also not be out of context to mention here that the present matter is covered by the Judgment of the Hon'ble Supreme Court in the case titled as **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar reported in JT 2014 (10) SC 168**. It is therefore, prayed that the claim petition of the workman may kindly be allowed and retrenchment/discharge order dated 18.08.1975 of the workman be held illegal since workman has already retired in June, 2012, so he may be released consequential benefits till date.

3. Management filed written statement, alleging therein that workman is Ex-work charged employee of Beas Construction Board, which was constituted under Section 80(1) of the Re-organization Act. The workman was

retrenched after completion of the work of BCB in accordance with the provisions of the Act and settlement in this behalf. The workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Irrigation Department Punjab Govt. prior to the re-organization of the erstwhile State of Punjab on 01.11.1966. After re-organization the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organization Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board(hereinafter called as BMB) constituted under Section 79(1) of the Re-organization Act. It is further stated under Section 80(5) of the Re-organization Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organization Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. There was no master-servant relation between the management and the workman. Otherwise also, the retrenchment of the workman as well as similar situated workmen from BCB has been upheld by the Hon'ble Apex Court in the case of Jaswant Singh (supra). Remaining averments have been denied and it is stated that the claim of the workman is hopelessly time barred and the workman has no legal enforceable right to claim employment in BBMB. It is prayed that claim be dismissed.

4. A rejoinder was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.

5. Parties were given opportunity to lead evidence.

Evidence of workman:

6. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A and has been cross-examined by the law officer of respondents. He also tendered document Ex.W-1 Discharge Certificate and AR for workman closed evidence on 28.01.2025.

Evidence of respondents:-

7. The respondents have filed affidavit of Er. Sunny Bharti son of Sh. Satya Narain, Executive Engineer, Balancing Reservoir Slit Clearance & Plant Design Division, BBMB Sundernagar, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned counsel of workman and management evidence was closed on 08.05.2025 and the matter was fixed for arguments.

Submissions of respondents:

8. While arguing the case, learned Law Officer for the respondents contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Present workman was employed as work charged employee on 01.08.1971 and was retrenched on 18.08.1975. All similar work charged employees including the present workman were engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as Jaswant Singh (supra) has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India.

9. So far as the claim of the workman regarding re-employment after retrenchment on 18.08.1975 is concerned, workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

“It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years’ continuous service or more under the

Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected."

10. Because the present workman had not completed 10 years of service so he is not entitled for re-employment. Learned representative for the management further contended that in this case workman was retrenched on 18.08.1975 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as he has filed the present claim petition on 14.05.2019. To support this view he has placed reliance in the case titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682**, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 44 years. He also relied upon the case titled as **Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018**, where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the Act does not prescribe time limit for referring such dispute. AR for respondents also relied upon the judgment passed by Hon'ble High Court of Himachal Pradesh Shimla in **CWP No.3057 of 2023 titled as Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others** and judgment passed by Hon'ble High Court, Madras in **WP Nos.5556 of 2021 titled as Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others**, wherein it is stated that as per Section 2-A(3) of the Act, the order should be challenged within 3 years from the date of dismissal, discharge, retrenchment or otherwise termination of service as specified in sub-section (1) of Section 2-A. In the present case workman was engaged on 01.08.1971 and was discharged on 18.08.1975 and he has sought re-employment after 44 years which was held to be highly time barred. Thus, he contended that claim of workman is time barred.

Submissions of applicant:-

11. While arguing the case, learned AR for the workman contended that in this case workman was discharged on 18.08.1975 illegally and he was issued discharge certificate W-1 by Sub Divisional Officer, BBMB Sundernagar. He referred to Section 25-H of the Act which provides re-employment of retrenched workman. He further has drawn the attention of the Court towards the statement of the workman. He was required to be adjusted in view of Section 25-H of the Act by the management. He was not given any employment. While arguing further, learned AR for the workman referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957 (hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workman and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. He also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the Act.

Findings:-

12. I have given due consideration to the arguments advanced by the learned AR for the workman and also for the respondents.

13. The management relied upon mainly in this case on the case titled as **Jaswant Singh (supra)**, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of petitioners was employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the Bhakra Nangal Scheme.

14. In respect of these employees, it was held as follow:-

"To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi- permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the Deputationists belong to two different and distinct classes."

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44,

45, 46 and 47 which read as follow:-

“41. A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work-charged employees and many of them have accepted those offers. The rule of 'last come, first go' has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.

45. There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. Jatin Chakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.

46. Apart from the settlement in the conciliation proceedings, an award was made by the Industrial Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work-charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work-charged employees, involving a burden of about Rs. 3 crores on the employers.

47. Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed.”

16. Thus, from the above observation of Supreme Court it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived

between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi under Section 12 of the Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceedings an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and management through unions, the same has not been produced by the management despite opportunity was given to file the same. Thus, adverse inference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held "that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence has to produce the same, otherwise adverse inference can be drawn against the said party". During the course of arguments, respondents were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However, Mr. Sandeep Sharma, Law Officer for respondents stated that aforesaid settlement is not traceable as in similar matter, the same was desired by another Tribunal also and to this effect, he has made his statement. As such adverse inference can be drawn against the management in view of the above law.

19. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

"Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot taken upon itself the responsibility of that workman for all time to come. It can be well argued that such a workmen should feel happy and content that instead of remaining un-employed be got employment for a long time.

To assure Industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I felt that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear in mind the limits of the economic capacity of the employer and Endeavour must have ever be made to secure work for every citizen do in our present economy. It is not possible to immediately achieve that object. The workman employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work

charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well as the workman who held from Punjab continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above, would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is work out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

20. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

21. It is specific case of the workman that respondents also appointed fresh workmen, but preference was not given to him, which is in clear violation of section 25-H of the Act. In this regard, it is pointed out that no pointed cross examination has been done by the law officer of the respondents, meaning thereby, the respondents has admitted that they have engaged fresh workmen but preference was not given to the workman.

22. Admittedly, in this case, no effort was made by the respondent to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address

given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

23. Moreover, a perusal of cross examination of Er. Sunny Bharti (MW1) reveals that the workman was never called for re-appointment at any point of time and as per aforesaid Rule 77 & 78, the workman was required to be given notice. Moreover, no explanation has been given that after the retrenchment of the workman, other persons were not recruited by the management, which is in violation of Section 25-H of the Act.

24. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employ them. However, certainly in respect of work-charged employees present Respondent was directed by the Hon'ble Supreme Court in Judgment of Jaswant Singh (Supra) to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employ them. Thus, it does not lie in the mouth of present Respondent that no relief can be granted against present Respondent as petitioners are not their employees.

25. So far as this argument of Ld. AR of the management that those work charged employees only who have completed 10 years of service were required to be adjusted within 6 months from their retrenchment is concerned, the same is devoid of merit as no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in award dated 15.05.1974 in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

26. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT.

27. As regard, this contention of learned AR of management that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondent Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in Jaswant Singh case (supra) in respect of work charged employees has no where stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the management that BCB and BBMB are two separate entities is

devoid of merit.

28. So far this argument of Law Officer for the respondent that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2019. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of **Jaswant Singh case (Supra)**. Moreover, limitation was added in Section 2A of the Act in the year 2010 (15.09.2010) and workman was dismissed from service on 18.08.1975 and AR for respondents failed to brought this fact that the aforesaid provision was retrospective.

29. It is added here that in the present case, the reference was made under clause (d) of sub-section (1) of Section 10 of the Act. It is not case filed under Section 2-A of the Act. Hon'ble Supreme Court of India in case titled as **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)** has held as follow:

"42. It is an undisputed fact that the dispute was raised by the workman after he was acquitted in the criminal case which was initiated at the instance of the respondent. Raising the industrial dispute belatedly and getting the same referred from the State Government to the Labour Court is for justifiable reason and the same is supported by law laid down by this Court in Calcutta Dock Labour Board (supra). Even assuming for the sake of the argument that there was a certain delay and latches on the part of the workman in raising the industrial dispute and getting the same referenced for adjudication, the Labour Court is statutorily duty bound to answer the points of dispute referred to it by adjudicating the same on merits of the case and it ought to have moulded the relief appropriately in favour of the workman. That has not been done at all by the Labour Court. Both the learned single Judge as well as the Division Bench of the High Court in its Civil Writ Petition and the Letters Patent Appeal have failed to consider this important aspect of the matter."

Even Hon'ble Supreme Court in para no.31 of the said judgment has held as follow:

"31. The rejection of the reference by the Labour Court by answering the additional issue no. 2 regarding the delay latches and limitation without adjudicating the points of dispute referred to it on the merits amounts to failure to exercise its statutory power under Section 11A of the Act. Therefore, we have to interfere with the impugned award of the Labour Court and the judgment & order of the High Court as it has erroneously confirmed the award of the Labour Court without examining the relevant provisions of the Act and decisions of this Court referred to supra on the relevant issue regarding the limitation."

30. Hon'ble Supreme Court has also referred in the said case decision of **Ajaib Singh v. The Sirhind Co-Operative Marketing Cum- Processing Service Society Limited & Anr. (AIR 1999 Supreme Court 1351)**, wherein, Court has opined that relief cannot be denied to the workman merely on the ground of delay, stating that:-

"10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay is shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/ termination or dismissal."

31. In view of the aforesaid observations of the Hon'ble Supreme Court, the delay was not thus fatal to the case of the appellant. It is also added here that so far as the case **Ram Chand Vs. The BBMB and another (supra)**, **Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others (supra)** and **Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others (supra)** referred by the AR for respondents are concerned, those cases were filed by the workman under Section 2-A of the Act, which specifically provides limitation of 3 years from the date of dismissal or retrenchment. Section 10(1) of the Act specifically provide that appropriate government may refer any industrial dispute at any time, whereas the same is conspicuously absent in sub-section (3) of Section 2A, which could clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-section (3) of Section 2A. Thus, period of limitation cannot be considered. So far as the case law titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal (supra)**, the same is not attracted to the facts and circumstance of the present case in view of the judgment **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)**, whose relevant paras are reproduced above. Therefore, it cannot be said that case of applicant was beyond limitation.

32. However, it is added that workman in his cross examination has admitted that he was retrenched in 1975 and was given Rs.2600/- at the time of retrenchment. So, there was no violation of Section 25F of the Act. Moreover, it is also not case of the workman that there is breach of Section 25F of the Act.

33. Further, there was non-compliance of **Jaswant Singh Case (Supra)**, Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

34. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

- i. Workcharged employee who has completed 5 years of service shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.
- ii. Workcharged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.
- iii. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

35. The present work charged workman was employed on 01.08.1971 and was retrenched on 18.08.1975 as mentioned in Discharge Certificate (Ex.W-1) issued by Sub Divisional Officer, BBMB Sundernagar, and has worked for about 4 years (less than 5 years), so he is entitled of Rs.25,000/- along with interest @9% per annum from the date of moving the application till its realization.

36. The reference is answered accordingly and stands disposed of.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 102.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार आद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 60/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/01/2026 को प्राप्त हुआ था।

[सं.एल-23012/45/2019-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2019) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 23/01/2026.

[No. L-23012/45/2019- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Present: Mr. Kamal Kant, PO-cum-Link Officer.

ID No.60/2019

Registered on:-21.08.2019

Sh. Joginder Singh S/o Shri Krishan Chand, Village Heyori PO Awahdevi, Tehsil & Distt. Hamirpur (HP)-177601.

.....Applicant/Workman

Versus

1. The Chairman, Bhakra Beas management Board, Madhya Marg, Sector 19-B, Chandigarh-160019.

2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175038.

.....Respondents/Management

Present:- Mr. S C Gupta, AR for workman.

Sh. Sandeep Sharma (Law Officer), AR for respondent no.1 & 2.

Award**Passed on:- 30.12.2025**

Central Government vide Notification No. L-23012/45/2019-IR(CM-II) dated 05.08.2019 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demands of Shri Joginder Singh S/o Shri Krishan Chand for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation and resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?”

1. The brief facts, related to the case are that the construction of Beas Sutluj Link Project {hereinafter called as BSL(P)} started in the year 1962 under Beas Control Board, which was constituted on 10.02.1961 with its headquarter at Sundernagar. After passing of Pb. Re-Organization Act, 1966 (hereinafter called “Re-Organization Act”) Beas Control Board was replaced by Beas Construction Board (hereinafter called “BCB”). The workman was employed by BSL Project, Sundernagar on 20.10.1971. The workman who was employed in Beas Project (Unit-1) become the employee of Bhakra Beas Management Board(hereinafter called as BBMB) in pursuance of proviso (1) of Section 80(3) and Section 80(5) of Re-organization Act and the workman become the employee of the Centre Government under the management of B.B.M.B. from 15.05.1976. The workmen of this project were considered as the employees of the Central Government by the Hon'ble Supreme Court in case titled **as Jaswant Singh and others Versus Union of India and others (AIR 1980 Supreme Court page 115)**. The workman has completed 240 days in every calendar year. The management made illegal retrenchment of its employees in phases. The workman was also retrenched by the employer on 29.06.1977 and discharge certificate was issued by the office of Sub Divisional Officer, BBMB Sundernagar in accordance with provision of the Act. The management appointed fresh workmen/employees secretly after the retrenchment of workman, but preference was not given to the workman, violating Section 25-F, Section 25-H, Rule 77 & 78 of the Act. The BSL Project is an industrial establishment as per Section 25 L of the Act. This action of the management also violates the directions of Hon'ble Supreme Court as mentioned in Para 40 of the case of **Jaswant Singh (supra)**. No notice as per Rule 78 of the Industrial Disputes (Central) Rules, 1957, which is statutory requirement, has been issued to the workman. Not only this no seniority list as per law was prepared and principle of last come first go was violated by the management at the time of retrenchment of the workman, which also violates Section 25G of the Act.

2. It is also maintained that similar matters have been decided by the Hon'ble Punjab & Haryana High Court vide its judgments dated 7.5.2007 in CWP Nos.3061-64 of 2006, 3069 of 2006,3073-3083 of 2006, 3085-3087 of 2006, 3090-3137 of 2006 and 3148-3149 of 2006. These judgments of the Hon'ble High Court have been upheld by the Hon'ble Apex Court in the case titled **Bhakra Beas Management Board Vs. Biri Singh and others etc. in SLP Nos. 16939-17007 of 2007** vide of orders dated 8.7.2014. Vide order dated 8.7.2014 the Hon'ble Supreme Court has ordered that the matter to be taken up before the Industrial Tribunal. Many of the workmen have already taken up the matters before the learned Central Govt. Industrial Tribunal-cum-Labour Court No.1 and 2 Chandigarh. It may also not be out of context to mention here that the present matter is covered by the Judgment of the Hon'ble Supreme Court in the case titled as **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar reported in JT 2014 (10) SC 168**. It is therefore, prayed that the claim petition of the workman may kindly be allowed and retrenchment/discharge order dated 29.06.1977 of the workman be held illegal since workman has already retired in January 2011, so he may be released consequential benefits till date.

3. Respondents filed written statement, alleging therein that workman is Ex-work charged employee of Beas Construction Board, which was constituted under Section 80(1) of the Re-organization Act. The workman was retrenched after completion of the work of BCB in accordance with the provisions of the Act and settlement in this behalf. The workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Irrigation Department Punjab Govt. prior to the re-organization of the erstwhile State of Punjab on 01.11.1966. After re-organization the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organization Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board(hereinafter called as BMB) constituted under Section 79(1) of the Re-organization Act. It is further stated under Section 80(5) of the Re-organization Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organization Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. There was no master-servant relation between the management and the workman. Otherwise also, the retrenchment of the workman as well as similar situated workmen from BCB has been upheld by the Hon'ble Apex Court in the case of **Jaswant Singh (supra)**. Remaining averments have been denied and it is stated that the claim of the workman is hopelessly time barred and the workman has no legal enforceable right to claim employment in

BBMB. It is prayed that claim be dismissed.

4. A rejoinder was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.

5. Parties were given opportunity to lead evidence.

Evidence of workman:

6. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.W-1 and has been cross-examined by the law officer of respondents. He also tendered document Ex.W-2 Discharge Certificate and AR for workman closed evidence on 29.08.2023.

Evidence of respondents:-

7. The respondents have filed affidavit of Er. Dinesh Kumar son of Sh. Hawa Singh, Executive Engineer, Balancing Reservoir Slit Clearance & Plant Design Division, BBMB Sundernagar, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned counsel of workman and management evidence was closed on 28.01.2025 and the matter was fixed for arguments.

Submissions of respondents:

8. While arguing the case, learned Law Officer for the respondents contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project have been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Present workman was employed as work charged employee on 20.10.1971 and was retrenched on 29.06.1977. All similar work charged employees including the present workman were engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as Jaswant Singh (supra) has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India.

9. So far as the claim of the workman regarding re-employment after retrenchment on 29.06.1977 is concerned, workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

“It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years’ continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected.”

10. Because the present workman had not completed 10 years of service so he is not entitled for re-employment. Learned representative for the management further contended that in this case workman was retrenched on 29.06.1977 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as he has filed the present claim petition on 05.08.2019. To support this view he has placed reliance in the case titled as Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 42 years. He also relied upon the case titled as Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018, where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the Act does not prescribed time limit for referring such dispute. AR for respondents also relied upon the judgment passed by Hon'ble High Court of Himachal Pradesh Shimla in CWP No.3057 of 2023 titled as Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others and judgment passed by Hon'ble High Court, Madras in WP Nos.5556 of 2021

titled as Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others, wherein it is stated that as per Section 2-A(3) of the Act, the order should be challenged within 3 years from the date of dismissal, discharge, retrenchment or otherwise termination of service as specified in sub-section (1) of Section 2-A. In the present case workman was engaged on 20.10.1971 and was discharged on 29.06.1977 and he has sought re-employment after about 42 years which was held to be highly time barred. Thus, he contended that claim of workman is time barred.

Submissions of applicant:-

11. While arguing the case, learned AR for the workman contended that in this case workman was discharged on 29.06.1977 illegally and he was issued discharge certificate W-2 by Sub Divisional Officer, BBMB Sundernagar. He referred to Section 25-H of the Act which provides re-employment of retrenched workman. He further has drawn the attention of the Court towards the statement of the workman. He was required to be adjusted in view of Section 25-H of the Act by the management. He was not given any employment. While arguing further, learned AR for the workman referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957 (hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workman and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. He also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the Act.

Findings:-

12. I have given due consideration to the arguments advanced by the learned AR for the workman and also for the respondents.

13. The management relied upon mainly in this case on the case titled as **Jaswant Singh (supra)**, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of petitioners was employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the Bhakra Nangal Scheme.

14. In respect of these employees, it was held as follow:-

“To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi- permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the Deputationists belong to two different and distinct classes.”

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44, 45, 46 and 47 which read as follow:-

“41. A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification.

The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. *The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work- charged employees and many of them have accepted those offers. The rule of 'last come, first go' has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.*

45. *There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. Jatin Chakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.*

46. *Apart from the settlement in the conciliation proceedings, an award was made by the Industrial Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work- charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work- charged employees, involving a burden of about Rs. 3 crores on the employers.*

47. *Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed."*

16. Thus, from the above observation of Supreme Court it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi under Section 12 of the Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceedings an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and management through unions, the same has not been produced by the management despite opportunity was given to file the same. Thus, adverse interference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held "that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence

has to produce the same, otherwise adverse inference can be drawn against the said party”.

19. During the course of arguments, respondents were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However, Mr. Sandeep Sharma, Law Officer for respondents stated that aforesaid settlement is not traceable as in similar matter, the same was desired by another Tribunal also and to this effect, he has made his statement. As such adverse inference can be drawn against the management in view of the above law.

20. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

“Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot taken upon itself the responsibility of that workman for all time to come. It can be well argued that such a workmen should feel happy and content that instead of remaining un-employed be got employment for a long time.

To assure Industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I feel that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear in mind the limits of the economic capacity of the employer and Endeavour must have ever be made to secure work for every citizen do in our present economy. It is not possible to immediately achieve that object. The workman employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well at the workman who held from Punjab continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above, would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the

workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is work out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance staff, I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

21. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

22. It is specific case of the workman that respondents also appointed fresh workmen, but preference was not given to him, which is in clear violation of section 25-H of the Act. In this regard, it is pointed out that no pointed cross examination has been done by the law officer of the respondents, meaning thereby, the respondents has admitted that they have engaged fresh workmen but preference was not given to the workman.

23. Admittedly, in this case, no effort was made by the respondent to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the

retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

24. Moreover, a perusal of cross examination of Er. Dinesh Kumar (MW1) reveals that the workman was never called for re-appointment at any point of time and as per aforesaid Rule 77 & 78, the workman was required to be given notice. Moreover, no explanation has been given that after the retrenchment of the workman, other persons were not recruited by the management, which is in violation of Section 25-H of the Act.

25. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employ them. However, certainly in respect of work-charged employees present Respondent was directed by the Hon'ble Supreme Court in Judgment of **Jaswant Singh (Supra)** to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employ them. Thus, it does not lie in the mouth of present Respondent that no relief can be granted against present Respondent as petitioners are not their employees.

26. So far as this argument of Ld. AR of the management that those work charged employees only who have completed 10 years of service were required to be adjusted within 6 months from their retrenchment is concerned, the same is devoid of merit as no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in award dated 15.05.1974 in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

27. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT.

28. As regard, this contention of learned AR of management that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondent Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in **Jaswant Singh case (supra)** in respect of work charged employees has no where stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the management that BCB and BBMB are two separate entities is devoid of merit.

29. So far this argument of Law Officer for the respondent that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2019. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of **Jaswant Singh case (Supra)**. Moreover, limitation was added in Section 2A of the Act in the year 2010 (15.09.2010) and workman was dismissed from service on 29.06.1977 and AR for respondents failed to brought this fact that the aforesaid provision was retrospective.

30. It is added here that in the present case, the reference was made under clause (d) of sub-section (1) of Section 10 of the Act. It is not case filed under Section 2-A of the Act. Hon'ble Supreme Court of India in case titled as **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)** has held as follow:

“42. It is an undisputed fact that the dispute was raised by the workman after he was acquitted in the criminal case

which was initiated at the instance of the respondent. Raising the industrial dispute belatedly and getting the same referred from the State Government to the Labour Court is for justifiable reason and the same is supported by law laid down by this Court in *Calcutta Dock Labour Board (supra)*. Even assuming for the sake of the argument that there was a certain delay and laches on the part of the workman in raising the industrial dispute and getting the same referenced for adjudication, the Labour Court is statutorily duty bound to answer the points of dispute referred to it by adjudicating the same on merits of the case and it ought to have moulded the relief appropriately in favour of the workman. That has not been done at all by the Labour Court. Both the learned single Judge as well as the Division Bench of the High Court in its Civil Writ Petition and the Letters Patent Appeal have failed to consider this important aspect of the matter."

Even Hon'ble Supreme Court in para no.31 of the said judgment has held as follow:

"31. The rejection of the reference by the Labour Court by answering the additional issue no. 2 regarding the delay laches and limitation without adjudicating the points of dispute referred to it on the merits amounts to failure to exercise its statutory power under Section 11A of the Act. Therefore, we have to interfere with the impugned award of the Labour Court and the judgment & order of the High Court as it has erroneously confirmed the award of the Labour Court without examining the relevant provisions of the Act and decisions of this Court referred to *supra* on the relevant issue regarding the limitation."

31. Hon'ble Supreme Court has also referred in the said case decision of *Ajaib Singh v. The Sirhind Co-Operative Marketing Cum- Processing Service Society Limited & Anr.* (AIR 1999 Supreme Court 1351), wherein, Court has opined that relief cannot be denied to the workman merely on the ground of delay, stating that:-

"10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay is shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/ termination or dismissal.

32. In view of the aforesaid observations of the Hon'ble Supreme Court, the delay was not thus fatal to the case of the appellant. It is also added here that so far as the case *Ram Chand Vs. The BBMB and another (supra)*, *Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others (supra)* and *Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others (supra)* referred by the AR for respondents are concerned, those cases were filed by the workman under Section 2-A of the Act, which specifically provides limitation of 3 years from the date of dismissal or retrenchment. Section 10(1) of the Act specifically provide that appropriate government may refer any industrial dispute at any time, whereas the same is conspicuously absent in sub-section (3) of Section 2A, which could clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-section (3) of Section 2A. Thus, period of limitation cannot be considered. So far as the case law titled as *Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal (supra)*, the same is not attracted to the facts and circumstance of the present case in view of the judgment *Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)*, whose relevant paras are reproduced above. Therefore, it cannot be said that case of applicant was beyond limitation.

33. However, it is added that workman in his cross examination has admitted that he was retrenched in 1977 and was given one month notice, gratuity and also one month salary at the time of retrenchment. So, there was no violation of Section 25F of the Act. Moreover, it is also not case of the workman that there is breach of Section 25F of the Act.

34. Further, there was non-compliance of *Jaswant Singh Case (Supra)*, Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

35. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

- i. Workcharged employee who has completed 5 years of service shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.
- ii. Workcharged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.

iii. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

36. The present work charged workman was employed on 20.10.1971 and was retrenched on 29.06.1977 as mentioned in Discharge Certificate (Ex.W-2) issued by Sub Divisional Officer, BBMB Sundernagar, and has worked for more than 6 years (more than 5 years), so he is entitled of Rs.50,000/- along with interest @9% per annum from the date of moving the application till its realization.

37. The reference is answered accordingly and stands disposed of.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 103.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण— सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 86/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/01/2026 को प्राप्त हुआ था।

[सं.एल-23012/85/2018-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2018) of the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh as shown in the Annexure, in the industrial dispute between the Management of BBMB and their workmen, received by the Central Government on 23/01/2026.

[No. L-23012/85/2018— IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Present: Mr. Kamal Kant, PO-cum-Link Officer.

ID No. 86/2018

Registered on:-21.01.2019

Sh. Teju Ram S/o Shri Chetru Ram, R/o Village & PO Thalot Tehsil Aut Disst. Mandi(HP)-175001.

.....Applicant/Workman

Versus

1. The Chairman, Bhakra Beas management Board, Madhya Marg, Sector 19-B, Chandigarh-160019.

2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175038.

.....Respondents/Management

Present:- Mr. S C Gupta, AR for workman.

Sh. Sandeep Sharma (Law Officer), AR for respondent no.1. & 2.

Award

Passed on:- 31.12.2025

Central Government vide Notification No.L-23012/85/2018-IR(CM-II) dated 15.11.2018 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Teju Ram S/o Sh. Chetru Ram for deeming/considering him in continuous service upto age of superannuation and

resultantly entitled for consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?"

1. The brief facts, related to the case are that the construction of Beas Sutluj Link Project {hereinafter called as BSL(P)} started in the year 1962 under Beas Control Board, which was constituted on 10.02.1961 with its headquarter at Sundernagar. After passing of Pb. Re-Organization Act, 1966 (hereinafter called "Re-Organization Act") Beas Control Board was replaced by Beas Construction Board (hereinafter called "BCB"). The workman was employed by BSL Project, Sundernagar on 01.04.1972. The workman who was employed in Beas Project(Unit-1) become the employee of Bhakra Beas Management Board(hereinafter called as BBMB) in pursuance of proviso (1) of Section 80(3) and Section 80(5) of Re-organization Act and the workman become the employee of the Centre Government under the management of B.B.M.B. from 15.05.1976. The workmen of this project were considered as the employees of the Central Government by the Hon'ble Supreme Court in case titled as Jaswant Singh and others Versus Union of India and others (AIR 1980 Supreme Court page 115). The workman has completed 240 days in every calendar year. The management made illegal retrenchment of its employees in phases. The workman was also retrenched by the employer on 13.11.1978 and discharge certificate was issued by the office of Sub Divisional Officer, BBMB Sundernagar in accordance with provision of the Act. The management appointed fresh workmen/employees secretly after the retrenchment of workman, but preference was not given to the workman, violating Section 25-F, Section 25-H, Rule 77 & 78 of the Act. The BSL Project is an industrial establishment as per Section 25 L of the Act. This action of the management also violates the directions of Hon'ble Supreme Court as mentioned in Para 40 of the case of Jaswant Singh (supra). No notice as per Rule 78 of the Industrial Disputes (Central) Rules, 1957, which is statutory requirement, has been issued to the workman. Not only this no seniority list as per law was prepared and principle of last come first go was violated by the management at the time of retrenchment of the workman, which also violates Section 25G of the Act.

2. It is also maintained that similar matters have been decided by the Hon'ble Punjab & Haryana High Court vide its judgments dated 7.5.2007 in CWP Nos.3061-64 of 2006, 3069 of 2006,3073-3083 of 2006, 3085-3087 of 2006, 3090-3137 of 2006 and 3148-3149 of 2006. These judgments of the Hon'ble High Court have been upheld by the Hon'ble Apex Court in the case titled Bhakra Beas Management Board Vs. Biri Singh and others etc. in SLP Nos. 16939-17007 of 2007 vide of orders dated 8.7.2014. Vide order dated 8.7.2014 the Hon'ble Supreme Court has ordered that the matter to be taken up before the Industrial Tribunal. Many of the workmen have already taken up the matters before the learned Central Govt. Industrial Tribunal-cum-Labour Court No.1 and 2 Chandigarh. It may also not be out of context to mention here that the present matter is covered by the Judgment of the Hon'ble Supreme Court in the case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar reported in JT 2014 (10) SC 168. It is therefore, prayed that the claim petition of the workman may kindly be allowed and retrenchment/discharge order dated 13.11.1978 of the workman be held illegal since workman has already retired in January 1999, so he may be released consequential benefits till date.

3. Respondents filed written statement, alleging therein that workman is Ex-work charged employee of Beas Construction Board, which was constituted under Section 80(1) of the Re-organization Act. The workman was retrenched after completion of the work of BCB in accordance with the provisions of the Act and settlement in this behalf. The workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Irrigation Department Punjab Govt. prior to the re-organization of the erstwhile State of Punjab on 01.11.1966. After re-organization the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organization Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board(hereinafter called as BMB) constituted under Section 79(1) of the Re-organization Act. It is further stated under Section 80(5) of the Re-organization Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organization Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. There was no master-servant relation between the management and the workman. Otherwise also, the retrenchment of the workman as well as similar situated workmen from BCB has been upheld by the Hon'ble Apex Court in the case of Jaswant Singh (supra). Remaining averments have been denied and it is stated that the claim of the workman is hopelessly time barred and the workman has no legal enforceable right to claim employment in BBMB. It is prayed that claim be dismissed.

4. A replication was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.

5. Parties were given opportunity to lead evidence.

Evidence of workman:

6. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A and has been cross-examined by the law officer of respondents. He also tendered document Ex.W-1 Discharge Certificate and AR

for workman closed evidence on 28.01.2025.

Evidence of respondents:-

7. The respondents have filed affidavit of Er. Sunny Bharti son of Sh. Satya Narain, Executive Engineer, Balancing Reservoir Slit Clearance & Plant Design Division, BBMB Sundernagar, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned counsel of workman and management evidence was closed on 08.05.2025 and the matter was fixed for arguments.

Submissions of respondents:

8. While arguing the case, learned Law Officer for the respondents contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Present workman was employed as work charged employee on 01.04.1972 and was retrenched on 13.11.1978. All similar work charged employees including the present workman were engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as **Jaswant Singh (supra)** has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India.

9. So far as the claim of the workman regarding re-employment after retrenchment on 13.11.1978 is concerned, workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

"It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected."

10. Because the present workman had not completed 10 years of service so he is not entitled for re-employment. Learned representative for the management further contended that in this case workman was retrenched on 13.11.1978 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as he has filed the present claim petition on 15.11.2018. To support this view he has placed reliance in the case titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682**, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 46 years. He also relied upon the case titled as **Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018**, where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the Act does not prescribed time limit for referring such dispute. AR for respondents also relied upon the judgment passed by Hon'ble High Court of Himachal Pradesh Shimla in **CWP No.3057 of 2023 titled as Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others** and judgment passed by Hon'ble High Court, Madras in **WP Nos.5556 of 2021 titled as Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others**, wherein it is stated that as per Section 2-A(3) of the Act, the order should be challenged within 3 years from the date of dismissal, discharge, retrenchment of otherwise termination of service as specified un sub-section (1) of Section 2-A. In the present case workman was engaged on 01.04.1972 and was discharged on 13.11.1978 and he has sought re-employment after 46 years which was held to be highly time barred. Thus, he contended that claim of workman is time barred.

Submissions of applicant:-

11. While arguing the case, learned AR for the workman contended that in this case workman was discharged on 13.11.1978 illegally and he was issued discharge certificate W-1 by Sub Divisional Officer, BBMB Sundernagar. He

referred to Section 25-H of the Act which provides re-employment of retrenched workman. He further has drawn the attention of the Court towards the statement of the workman. He was required to be adjust in view of Section 25-H of the Act by the management. He was not given any employment. While arguing further, learned AR for the workman referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957 (hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workman and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. He also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the Act.

Findings:-

12. I have given due consideration to the arguments advanced by the learned AR for the workman and also for the respondents.

13. The management relied upon mainly in this case on the case titled as *Jaswant Singh (supra)*, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of petitioners was employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the Bhakra Nangal Scheme.

14. In respect of these employees, it was held as follow:-

“To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi- permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the Deputationists belong to two different and distinct classes.”

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44, 45, 46 and 47 which read as follow:-

“41.A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work- charged employees and many of them have accepted those offers. The rule of 'last come, first go' has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.

45. *There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. Jatin Chakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.*

46. *Apart from the settlement in the conciliation proceedings, an award was made by the Industrial Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work- charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work- charged employees, involving a burden of about Rs. 3 crores on the employers.*

47. *Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed."*

16. Thus, from the above observation of Supreme Court it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi under Section 12 of the Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceedings an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and management through unions, the same has not been produced by the management despite opportunity was given to file the same. Thus, adverse inference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held "that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence has to produce the same, otherwise adverse inference can be drawn against the said party".

19. During the course of arguments, respondents were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However, Mr. Sandeep Sharma, Law Officer for respondents stated that aforesaid settlement is not traceable as in similar matter, the same was desired by another Tribunal also and to this effect, he has made his statement. As such adverse inference can be drawn against the management in view of the above law.

20. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

“Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not be compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot taken upon itself the responsibility of that workman for all time to come. It can be well argued that such a workmen should feel happy and content that instead of remaining un-employed he got employment for a long time.

To assure Industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I feel that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear in mind the limits of the economic capacity of the employer and Endeavour must have ever be made to secure work for every citizen do in our present economy. It is not possible to immediately achieve that object. The workman employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well as to the workman who held from Punjab continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above, would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is work out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical

fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

21. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

22. It is specific case of the workman that respondents also appointed fresh workmen, but preference was not given to him, which is in clear violation of section 25-H of the Act. In this regard, it is pointed out that no pointed cross examination has been done by the law officer of the respondents, meaning thereby, the respondents has admitted that they have engaged fresh workmen but preference was not given to the workman.

23. Admittedly, in this case, no effort was made by the respondent to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

24. Moreover, a perusal of cross examination of Er. Sunny Bharti (MW1) reveals that the workman was never called for re-appointment at any point of time and as per aforesaid Rule 77 & 78, the workman was required to be given notice. Moreover, no explanation has been given that after the retrenchment of the workman, other persons were not recruited by the management, which is in violation of Section 25-H of the Act.

25. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employ them. However, certainly in respect of work-charged employees present Respondent was directed by the Hon'ble Supreme Court in Judgment of Jaswant Singh (Supra) to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and

Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employ them. Thus, it does not lie in the mouth of present Respondent that no relief can be granted against present Respondent as petitioners are not their employees.

26. So far as this argument of Ld. AR of the management that those work charged employees only who have completed 10 years of service were required to be adjusted within 6 months from their retrenchment is concerned, the same is devoid of merit as no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in award dated 15.05.1974 in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

27. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT.

28. As regard, this contention of learned AR of management that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondent Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in Jaswant Singh case (supra) in respect of work charged employees has no where stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the management that BCB and BBMB are two separate entities is devoid of merit.

29. So far this argument of Law Officer for the respondent that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2018. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of Jaswant Singh (Supra). Moreover, limitation was added in Section 2A of the Act in the year 2010 (15.09.2010) and workman was dismissed from service on 13.11.1978 and AR for respondents failed to brought this fact that the aforesaid provision was retrospective.

30. It is added here that in the present case, the reference was made under clause (d) of sub-section (1) of Section 10 of the Act. It is not case filed under Section 2-A of the Act. Hon'ble Supreme Court of India in case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra) has held as follow:

“42. It is an undisputed fact that the dispute was raised by the workman after he was acquitted in the criminal case which was initiated at the instance of the respondent. Raising the industrial dispute belatedly and getting the same referred from the State Government to the Labour Court is for justifiable reason and the same is supported by law laid down by this Court in Calcutta Dock Labour Board (supra). Even assuming for the sake of the argument that there was a certain delay and laches on the part of the workman in raising the industrial dispute and getting the same referenced for adjudication, the Labour Court is statutorily duty bound to answer the points of dispute referred to it by adjudicating the same on merits of the case and it ought to have moulded the relief appropriately in favour of the workman. That has not been done at all by the Labour Court. Both the learned single Judge as well as the Division Bench of the High Court in its Civil Writ Petition and the Letters Patent Appeal have failed to consider this important aspect of the matter.”

Even Hon'ble Supreme Court in para no.31 of the said judgment has held as follow:

“31. The rejection of the reference by the Labour Court by answering the additional issue no. 2 regarding the delay laches and limitation without adjudicating the points of dispute referred to it on the merits amounts to failure to exercise its statutory power under Section 11A of the Act. Therefore, we have to interfere with the impugned award of

the Labour Court and the judgment & order of the High Court as it has erroneously confirmed the award of the Labour Court without examining the relevant provisions of the Act and decisions of this Court referred to supra on the relevant issue regarding the limitation.”

31. Hon'ble Supreme Court has also referred in the said case decision of Ajaib Singh v. The Sirhind Co-Operative Marketing Cum- Processing Service Society Limited & Anr. (AIR 1999 Supreme Court 1351), wherein, Court has opined that relief cannot be denied to the workman merely on the ground of delay, stating that:-

“10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay is shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/ termination or dismissal.

32. In view of the aforesaid observations of the Hon'ble Supreme Court, the delay was not thus fatal to the case of the appellant. It is also added here that so far as the case Ram Chand Vs. The BBMB and another (supra), Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others (supra) and Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others (supra) referred by the AR for respondents are concerned, those cases were filed by the workman under Section 2-A of the Act, which specifically provides limitation of 3 years from the date of dismissal or retrenchment. Section 10(1) of the Act specifically provide that appropriate government may refer any industrial dispute at any time, whereas the same is conspicuously absent in sub-section (3) of Section 2A, which could clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-section (3) of Section 2A. Thus, period of limitation cannot be considered. So far as the case law titled as Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal (supra), the same is not attracted to the facts and circumstance of the present case in view of the judgment Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra), whose relevant paras are reproduced above. Therefore, it cannot be said that case of applicant was beyond limitation.

33. However, it is added that workman in his cross examination has admitted that he was retrenched in 1978 and was given Rs.2500/- at the time of retrenchment. So, there was no violation of Section 25F of the Act. Moreover, it is also not case of the workman that there is breach of Section 25 F of the Act.

34. Further, there was non-compliance of Jaswant Singh (Supra), Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

35. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

iv. Workcharged employee who has completed 5 years of service shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.

v. Workcharged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.

vi. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

36. The present work charged workman was employed on 01.04.1972 and was retrenched on 13.11.1978 as mentioned in Discharge Certificate (Ex.W-1) issued by Sub Divisional Officer, BBMB Sundernagar, and has worked for more than 6 years (more than 5 years), so he is entitled of Rs.50,000/- along with interest @9% per annum from the date of moving the application till its realization.

37. The reference is answered accordingly and stands disposed of.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार आद्योगिक अधिकरण- सह - श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 23/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/01/2026 को प्राप्त हुआ था।

[सं. एल-23012/19/2019-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 23/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **23/01/2026**.

[No. L-23012/19/2019- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Present: Mr. Kamal Kant, PO-cum-Link Officer.

ID No. 23/2019

Registered on:-25.09.2019

Sh. Tek Singh S/o Shri Udhe, Villager Batwara PO Thachi Tehsil Balichowki, Distt Mandi (HP)-175106.

.....Applicant/Workman

Versus

1. The Chairman, Bhakra Beas management Board, Madhya Marg, Sector 19-B, Chandigarh-160019.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project, Sundernagar-175038.

.....Respondents/Management

Present:- Mr. S C Gupta, AR for workman.

Sh. Sandeep Sharma (Law Officer), AR for respondent no.1 & 2.

Award

Passed on:- 30.12.2025

Central Government vide Notification No. L-23012/19/2019-IR(CM-II) dated 14.05.2019 under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demand of Shri Tek Singh S/o Shri Udhe for deeming/considering him in continuous service up to age of superannuation and resultantly entitled for consequential benefits is legal, just and valid? If not, to what relief the workman concerned is entitled to and from which date?”

1. The brief facts, related to the case are that the construction of Beas Sutluj Link Project {hereinafter called as BSL(P)} started in the year 1962 under Beas Control Board, which was constituted on 10.02.1961 with its headquarter at Sundernagar. After passing of Pb. Re-Organization Act, 1966 (hereinafter called “Re-Organization Act”) Beas Control Board was replaced by Beas Construction Board (hereinafter called “BCB”). The workman was employed by BSL Project, Sundernagar on 08.09.1973. The workman who was employed in Beas Project (Unit-1) become the employee of Bhakra Beas Management Board(hereinafter called as BBMB) in pursuance of proviso (1) of Section 80(3) and Section 80(5) of Re-organization Act and the workman become the employee of the Centre Government under the management of B.B.M.B. from 15.05.1976. The workmen of this project were considered as the employees of the Central Government by the Hon'ble Supreme Court in case titled **as Jaswant Singh and others Versus Union of India and others (AIR 1980 Supreme Court page 115)**. The workman has completed 240 days in

every calendar year. The management made illegal retrenchment of its employees in phases. The workman was also retrenched by the employer on 30.10.1977 and discharge certificate was issued by the office of Sub Divisional Officer, BBMB Sundernagar in accordance with provision of the Act. The management appointed fresh workmen/employees secretly after the retrenchment of workman, but preference was not given to the workman, violating Section 25-F, Section 25-H, Rule 77 & 78 of the Act. The BSL Project is an industrial establishment as per Section 25 L of the Act. This action of the management also violates the directions of Hon'ble Supreme Court as mentioned in Para 40 of the case of Jaswant Singh (supra). No notice as per Rule 78 of the Industrial Disputes (Central) Rules, 1957, which is statutory requirement, has been issued to the workman. Not only this no seniority list as per law was prepared and principle of last come first go was violated by the management at the time of retrenchment of the workman, which also violates Section 25G of the Act.

2. It is also maintained that similar matters have been decided by the Hon'ble Punjab & Haryana High Court vide its judgments dated 7.5.2007 in CWP Nos.3061-64 of 2006, 3069 of 2006, 3073-3083 of 2006, 3085-3087 of 2006, 3090-3137 of 2006 and 3148-3149 of 2006. These judgments of the Hon'ble High Court have been upheld by the Hon'ble Apex Court in the case titled Bhakra Beas Management Board Vs. Biri Singh and others etc. in SLP Nos. 16939-17007 of 2007 vide of orders dated 8.7.2014. Vide order dated 8.7.2014 the Hon'ble Supreme Court has ordered that the matter to be taken up before the Industrial Tribunal. Many of the workmen have already taken up the matters before the learned Central Govt. Industrial Tribunal-cum-Labour Court No.1 and 2 Chandigarh. It may also not be out of context to mention here that the present matter is covered by the Judgment of the Hon'ble Supreme Court in the case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar reported in JT 2014 (10) SC 168. It is therefore, prayed that the claim petition of the workman may kindly be allowed and retrenchment/discharge order dated 30.10.1977 of the workman be held illegal since workman has already retired in January, 2012, so he may be released consequential benefits till date.

3. Respondent no.1 & 2 filed written statement, alleging therein that workman is Ex-work charged employee of Beas Construction Board, which was constituted under Section 80(1) of the Re-organization Act. The workman was retrenched after completion of the work of BCB in accordance with the provisions of the Act and settlement in this behalf. The workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Irrigation Department Punjab Govt. prior to the re-organization of the erstwhile State of Punjab on 01.11.1966. After re-organization the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organization Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board(hereinafter called as BMB) constituted under Section 79(1) of the Re-organization Act. It is further stated under Section 80(5) of the Re-organization Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organization Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. There was no master-servant relation between the management and the workman. Otherwise also, the retrenchment of the workman as well as similar situated workmen from BCB has been upheld by the Hon'ble Apex Court in the case of Jaswant Singh (supra). Remaining averments have been denied and it is stated that the claim of the workman is hopelessly time barred and the workman has no legal enforceable right to claim employment in BBMB. It is prayed that claim be dismissed.

4. A replication was also filed by workman contravening the facts taken in written statement as reiterating the facts as stated in claim petition.

5. Parties were given opportunity to lead evidence.

Evidence of workman:

6. The workman has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A and has been cross-examined by the law officer of management. He also tendered document Ex.WW1/1 Discharge Certificate and AR for workman closed evidence on 09.07.2024.

Evidence of respondents:-

7. The respondents have filed affidavit of Er. Sunny Bharti son of Sh. Satya Narain Bharti, Executive Engineer, Balancing Reservoir Slit Clearance & Plant Design Division, BBMB Sundernagar, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned counsel of workman and management evidence was closed on 08.05.2025 and the matter was fixed for arguments.

Submissions of respondents:

8. While arguing the case, learned Law Officer for the respondents contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from

Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Present workman was employed as work charged employee on 08.09.1973 and was retrenched on 30.10.1977. All similar work charged employees including the present workman were engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as Jaswant Singh (supra) has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India.

9. So far as the claim of the workman regarding re-employment after retrenchment on 30.10.1977 is concerned, workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

"It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected."

10. Because the present workman had not completed 10 years of service so he is not entitled for re-employment. Learned representative for the management further contended that in this case workman was retrenched on 30.10.1977 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as he has filed the present claim petition on 14.05.2019. To support this view he has placed reliance in the case titled as Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 42 years. He also relied upon the case titled as Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018, where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the Act does not prescribed time limit for referring such dispute. AR for respondents also relied upon the judgment passed by Hon'ble High Court of Himachal Pradesh Shimla in CWP No.3057 of 2023 titled as Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others and judgment passed by Hon'ble High Court, Madras in WP Nos.5556 of 2021 titled as Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others, wherein it is stated that as per Section 2-A(3) of the Act, the order should be challenged within 3 years from the date of dismissal, discharge, retrenchment of otherwise termination of service as specified un sub-section (1) of Section 2-A. In the present case workman was engaged on 08.09.1973 and was discharged on 30.10.1977 and he has sought re-employment after 42 years which was held to be highly time barred. Thus, he contended that claim of workman is time barred.

Submissions of applicant:-

11. While arguing the case, learned AR for the workman contended that in this case workman was discharged on 30.10.1977 illegally and he was issued discharge certificate WW1/1 by Sub Divisional Officer, BBMB Sundernagar. He referred to Section 25-H of the Act which provides re-employment of retrenched workman. He further has drawn the attention of the Court towards the statement of the workman. He was required to be adjust in view of Section 25-H of the Act by the management. He was not given any employment. While arguing further, learned AR for the workman referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957(hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workman and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. He also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the Act.

Findings:-

12. I have given due consideration to the arguments advanced by the learned AR for the workman and also for the respondents.

13. The management relied upon mainly in this case on the case titled as *Jaswant Singh (supra)*, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of petitioners was employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the Bhakra Nangal Scheme.

14. In respect of these employees, it was held as follow:-

"To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi- permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the Deputationists belong to two different and distinct classes."

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44, 45, 46 and 47 which read as follow:-

"41.A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work- charged employees and many of them have accepted those offers. The rule of 'last come, first go' has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.

45. There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. Jatini Chakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the

work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.

46. *Apart from the settlement in the conciliation proceedings, an award was made by the Industrial Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work- charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work- charged employees, involving a burden of about Rs. 3 crores on the employers.*

47. *Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed."*

16. Thus, from the above observation of Supreme Court it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi under Section 12 of the Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceedings an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and management through unions, the same has not been produced by the management despite opportunity was given to file the same. Thus, adverse inference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held "that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence has to produce the same, otherwise adverse inference can be drawn against the said party".

19. During the course of arguments, respondents were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However, Mr. Sandeep Sharma, Law Officer for respondents stated that aforesaid settlement is not traceable as in similar matter, the same was desired by another Tribunal also and to this effect, he has made his statement. As such adverse inference can be drawn against the management in view of the above law.

20. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

"Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic

and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not be compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot taken upon itself the responsibility of that workman for all time to come. It can be well argued that such a workmen should feel happy and content that instead of remaining un-employed he got employment for a long time.

To assure Industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I feel that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear in mind the limits of the economic capacity of the employer and Endeavour must have ever be made to secure work for every citizen do in our present economy. It is not possible to immediately achieve that object. The workman employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well as the workman who held from Punjab continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above, would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is work out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance

staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

21. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

22. It is specific case of the workman that respondents also appointed fresh workmen, but preference was not given to him, which is in clear violation of section 25H of the Act. In this regard, it is pointed out that no pointed cross examination has been done by the law officer of the respondents, meaning thereby, the respondents has admitted that they have engaged fresh workmen but preference was not given to the workman.

23. Admittedly, in this case, no effort was made by the respondent to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

24. Moreover, a perusal of cross examination of Er. Sunny Bharti (MW1) reveals that the workman was never called for re-appointment at any point of time and as per aforesaid Rule 77 & 78, the workman was required to be given notice. Moreover, no explanation has been given that after the retrenchment of the workman, other persons were not recruited by the management, which is in violation of Section 25-H of the Act.

25. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employ them. However, certainly in respect of workcharged employees present Respondent was directed by the Hon'ble Supreme Court in Judgment of Jaswant Singh (Supra) to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employ them. Thus, it does not lie in the mouth of present Respondent that no relief can be granted against present Respondent as petitioners are not their employees.

26. So far as this argument of Ld. AR of the management that those work charged employees only who have completed 10 years of service were required to be adjusted within 6 months from their retrenchment is concerned, the same is devoid of merit as no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in award dated 15.05.1974 in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

27. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT.

28. As regard, this contention of learned AR of management that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondent Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in Jaswant Singh case (supra) in respect of work charged employees has nowhere stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the management that BCB and BBMB are two separate entities is devoid of merit.

29. So far this argument of Law Officer for the respondent that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2019. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of Jaswant Singh case (Supra). Moreover, limitation was added in Section 2A of the Act in the year 2010 (15.09.2010) and workman was retrenched from service on 30.10.1977 and AR for respondents failed to brought this fact that the aforesaid provision was retrospective.

30. It is added here that in the present case, the reference was made under clause (d) of sub-section (1) of Section 10 of the Act. It is not case filed under Section 2-A of the Act. Hon'ble Supreme Court of India in case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra) has held as follow:

“42. It is an undisputed fact that the dispute was raised by the workman after he was acquitted in the criminal case which was initiated at the instance of the respondent. Raising the industrial dispute belatedly and getting the same referred from the State Government to the Labour Court is for justifiable reason and the same is supported by law laid down by this Court in Calcutta Dock Labour Board (supra). Even assuming for the sake of the argument that there was a certain delay and latches on the part of the workman in raising the industrial dispute and getting the same referenced for adjudication, the Labour Court is statutorily duty bound to answer the points of dispute referred to it by adjudicating the same on merits of the case and it ought to have moulded the relief appropriately in favour of the workman. That has not been done at all by the Labour Court. Both the learned single Judge as well as the Division Bench of the High Court in its Civil Writ Petition and the Letters Patent Appeal have failed to consider this important aspect of the matter.”

Even Hon'ble Supreme Court in para no.31 of the said judgment has held as follow:

“31. The rejection of the reference by the Labour Court by answering the additional issue no. 2 regarding the delay latches and limitation without adjudicating the points of dispute referred to it on the merits amounts to failure to exercise its statutory power under Section 11A of the Act. Therefore, we have to interfere with the impugned award of the Labour Court and the judgment & order of the High Court as it has erroneously confirmed the award of the Labour Court without examining the relevant provisions of the Act and decisions of this Court referred to supra on the relevant issue regarding the limitation.”

31. Hon'ble Supreme Court has also referred in the said case decision of Ajaib Singh v. The Sirhind Co-Operative Marketing Cum- Processing Service Society Limited & Anr. (AIR 1999 Supreme Court 1351), wherein, Court has opined that relief cannot be denied to the workman merely on the ground of delay, stating that:-

“10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely

on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay is shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant back wages to the workman till the date he raised the demand regarding his illegal retrenchment/ termination or dismissal.

32. In view of the aforesaid observations of the Hon'ble Supreme Court, the delay was not thus fatal to the case of the appellant. It is also added here that so far as the case **Ram Chand Vs. The BBMB and another (supra)**, **Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others (supra)** and **Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others (supra)** referred by the AR for respondents are concerned, those cases were filed by the workman under Section 2-A of the Act, which specifically provides limitation of 3 years from the date of dismissal or retrenchment. Section 10(1) of the Act specifically provide that appropriate government may refer any industrial dispute at any time, whereas the same is conspicuously absent in sub-section (3) of Section 2A, which could clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-section (3) of Section 2A. Thus, period of limitation cannot be considered. So far as the case law titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal (supra)**, the same is not attracted to the facts and circumstance of the present case in view of the judgment **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)**, whose relevant paras are reproduced above. Therefore, it cannot be said that case of applicant was beyond limitation.

33. However, it is added that workman in his cross examination has admitted that at the time of retrenchment, he was given notice and was paid approximately Rs.1000-1200/-. So, there is no violation of Section 25F of the Act. Moreover, it is also not case of the petitioner that there is breach of Section 25 F of the Act.

34. Further, there was non-compliance of **Jaswant Singh Case (Supra)**, Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

35. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

- i. Workcharged employee who has completed 5 years of service shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.
- ii. Workcharged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.
- iii. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

36. The present work charged workman was employed on 08.09.1973 and was retrenched on 30.10.1977 as mentioned in Discharge Certificate (Ex.WW1/1) issued by Sub Divisional Officer, BBMB Sundernagar, and has worked for about 4 years (less than 5 years), so he is entitled of Rs.25,000/- along with interest @9% per annum from the date of moving the application till its realization.

37. The reference is answered accordingly and stands disposed of.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय नंबर 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 127/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/01/2026 को प्राप्त हुआ था।

[सं. एल-23012/143/2018-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Ref. No. 127/2018**) of **the Central Government Industrial Tribunal-cum-Labour Court NO 1, Chandigarh** as shown in the Annexure, in the industrial dispute between the Management of **BBMB** and their workmen, received by the Central Government on **23/01/2026**.

[No. L-23012/143/2018– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Present: Mr. Kamal Kant, PO-cum-Link Officer.

ID No. 127/2018

Registered on:-21.01.2019

Smt. Satya Devi widow of Shri Pithu Ram alias Fithu Ram and others (LRs of the deceased workman Pithu Ram) resident of village Sanhera, Post office Gangloh, Tehsil Ghumarwin now Jhanmdutta, District Bilaspur, Himachal Pradesh.

.....Applicants

Versus

1. The Chairman, Bhakra Beas management Board, Madhya Marg, Sector 19-B, Chandigarh -160019.
2. The Chief Engineer, Bhakra Beas Management Board, BSL Project Sundernagar, Distt. Mandi, (HP).

.....Respondents/management

Present: Sh. S C Gupta, AR for applicant.

Sh. Sandeep Sharma, Law Officer for the respondent no.1 & 2.

Award

Passed on:-31.12.2025

Central Government vide Notification No. L-23012/143/2018-IR(CM-II) dated 19.11.2018, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of management of BBMB in not accepting the demands of Smt. Satya Devi & Others, LH/LR of late Pithu Ram alias Fithu Ram, for declaring his retrenchment/termination as illegal and considering him in continuous service upto age of superannuation resulting in entitlement of consequential benefits is legal, just and valid? If not, to what relief the legal heirs/legal representatives of late workman are entitled to and from which date?”

1. The brief facts related to the case are that the applicants are legal heirs of Sh. Pithu Ram (deceased workman), who was engaged on 10.05.1957 on Bhakra Dam Project and discharged from there on 24.12.1964. He was again engaged on 19.04.1965 for the construction of the Beas Sutluj Link Project {hereinafter called as BSL(P)}. The said project remained initially under the Management of Beas Control Board, which was constituted on 10.02.1961 and after enactment of Punjab Re-Organization Act, 1966 (hereinafter called “Re-Organization Act”) Beas Control Board was renamed as Beas Construction Board (hereinafter called “BCB”) and also Bhakra Management Board, which was established w.e.f. 01.10.1967 and later on it was renamed as Bhakra Beas Management Board (hereinafter called as BBMB), which is working as such w.e.f. 15.05.1976. The workman of this project was considered as the employees of the Central Government by the Hon'ble Supreme Court in the case titled as **Jaswant Singh and others versus Union of India and Others AIR 1980 SC 115**. The management made illegal retrenchment of the employees in phases and the deceased workman was also retrenched along with them. The

deceased workman had completed 240 days in each calendar year. Management appointed fresh workmen/employees secretly after the retrenchment of the workman, but preference was not given to the workman, violating Section 25F, 25H, Rule 77 and 78 of the Act. The deceased workman was also retrenched by the employer on 16.09.1977 and discharge certificate was issued by the office of Sub Divisional Officer, BBMB Sundernagar in accordance with provision of the Act. The BSL (P) is an industrial establishment as per Section 25(L) of the Act. This action of the management also violates the directions of Hon'ble Supreme Court as mentioned in Para 40 of the case of Jaswant Singh (supra). No notice as per Rule 78 of the Industrial Disputes (Central) Rules, 1957, which is statutory requirement, has been issued to the workman. Not only this no seniority list as per law was prepared and principle of last come first go was violated by the management at the time of retrenchment of the workman, which also violates Section 25G of the Act. It is maintained that the deceased workman remained ill for some period and expired on 31.07.2001 and could not raised the dispute during his lifetime. The workman was not gainfully employed anywhere after his termination by the management.

2. It is also maintained that similar matters have been decided by the Hon'ble Punjab & Haryana High Court vide its judgments dated 07.05.2007 in CWP Nos.3061-64 of 2006, 3069 of 2006,3073-3083 of 2006,3085-3087 of 2006,3090-3137 of 2006 and 3148-3149 of 2006. These judgments of the Hon'ble High Court have been upheld by the Hon'ble Apex Court in case titled Bhakra Beas Management Board Vs. Biri Singh and others etc. in SLP Nos. 16939-17007 of 2007 vide of orders dated 08.07.2014. Vide order dated 08.07.2014 the Hon'ble Supreme Court has ordered that the matter to be taken up before the Industrial Tribunal. Many of the workmen have already taken up the matters before the learned Central Govt. Industrial Tribunal-cum-Labour Court No.1 and 2 Chandigarh. It may also not be out of context to mention here that the present matter is covered by the Judgment of the Hon'ble Supreme Court in the case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar, JT 2014 (10) SC 168. It is therefore, prayed that the claim petition of the applicant may kindly be allowed and retrenchment/discharge order dated 16.09.1977 of the deceased workman be held illegal and the workman be deemed to be as in continuous service from the date of his termination till the age of his superannuation (December 1992) and his LR's be granted all consequential benefits.

3. Respondent no.1 & 2 filed written statement, alleging therein that the applicants are legal heirs of the deceased workman and their application is not maintainable under the provisions of the Act and the applicants raised the present dispute at a belated stage after about 41 years without furnishing any plausible reason for extraordinary delay. The deceased workman was Ex-work charged employee of Beas Construction Board (BCB), which was constituted under Section 80(1) of the Re-organization Act. The deceased workman Sh. Pithu Ram was retrenched after completion/part completion of the works of BCB in accordance with the provisions of the Act. The deceased workman was paid terminal benefits i.e. retrenchment compensation, gratuity, ex-gratia amount on account of his retrenchment from BCB as per provisions of Act. It is further maintained that BCB and present management are two distinct and separate entities. It is also maintained that construction of Beas Project was undertaken by the Punjab Govt. Irrigation Department prior to the re-organization of the erstwhile State of Punjab on 01.11.1966. After re-organization the work of BSL(P) was taken over by the Central Govt. on behalf of partner states of Punjab, Haryana and Rajasthan. The Central Govt. constituted BCB under Section 80(5) of the Re-organization Act and further stipulated that any component of Beas Project in relation to which the construction has been completed be transferred by the Central Govt. to Bhakra Management Board (hereinafter called as BMB) constituted under Section 79(1) of the Re-organization Act. It is further stated under Section 80(5) of the Re-organization Act that BMB would be re-named as BBMB when any component of Beas Project was transferred under Section 80(6) of the Re-organization Act. The workman was employed by the BCB. Thus, the workman never remained the employee of management. There was no master and servant relation between the management and deceased workman. Otherwise also, the retrenchment of the deceased workman as well as similar situated workmen from BCB has been upheld by the Hon'ble Apex Court. Remaining averments have been denied and it is stated that the claim of the applicant is hopelessly time barred and the applicant being legal heirs has no legal right to file claim petition under the Act. It is prayed that claim be dismissed.

Evidence of parties:

4. Parties were given opportunity to lead evidence.

5. Applicant examined Sh. Kashmir Singh S/o Late Sh. Pithu Ram as WW1 and filed his affidavit in evidence as Ex.WW1/A and has been cross-examined by the law officer of respondents. He also tendered document Ex.W1 (Discharge Certificate), W2 (Death Certificate) and Ex.W3 (Legal Heirs Certificates). AR for workman closed the evidence on behalf of workman on 20.02.2024.

6. The management has filed affidavit of Sh. Dinesh Kumar S/o Hawa Singh, Executive Engineer, Balancing Reservoir Slit Clearance and Plant Design Division, BBMB Sundernagar, Distt. Mandi, who filed his affidavit in evidence as Ex.MW1/A and has been cross-examined by the learned AR of workman. AR for respondents closed the evidence on 28.01.2025 and the case is fixed for arguments.

Submissions of Applicants:

7. While arguing the case, ld. AR for the applicants contended that in this case, claim has been filed by the LR's of deceased workman Sh. Pithu Ram, who expired on 31.07.2001 and as per law laid down by Hon'ble Supreme Court and various Hon'ble High Courts, claim can be filed even after the death of the applicant. To support this view,

he placed reliance upon the in case law titled as Anjalamma and others versus Labour Court-III at Hyderabad rep. by its Presiding Officer, Hyderabad and another, 1995(6) SLR 680, Bharathamma and others versus The Labour Court and another (WP No.11342 of 1994) 1995(2) Andh. LD 472 and Rameshwar Manjhi versus Management of Sangaramgarh Colliery (1994 AIR 1176, 1994 SCC (1) 292. He further contended that in this case deceased workman was discharged on 16.09.1977 due to reduction in strength and he was issued discharge certificate by Sub Divisional Officer, BBMB Sundernagar. He referred to Section 25-H of the Act which provides re-employment of retrenched deceased workman. He further has drawn the attention of the Court towards the statement of wife of deceased workman. He was required to be adjust in view of Section 25-H of the Act by the management. He was not given any employment. While arguing further, learned AR for the applicants referred to Rule 77 and 78 of the Industrial Dispute Central Rule 1957 (hereinafter called Industrial Rule). Rule 77 provides maintenance of seniority list of workmen and it states that before any worker is retrenched the appellant-establishment is required to place on the notice board the seniority list of all the workmen who were to be retrenched but nothing has been done in this regard before retrenchment of the present worker. He also referred to Rule 78 which provides that as and when any vacancy incurred then retrenched workmen were required to be given registered notice but nothing was done by the management. Moreover, question of limitation does not arise as no limitation period has been prescribed under the Act for seeking relief under Clause (d) of Sub-Section (1) of Section 10 of the Act.

Submissions of management:-

8. While arguing the case, learned Law Officer for the management contended that initially Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. Deceased workman Sh. Pithu Ram was employed as work charged employee on 10.05.1957 and was retrenched on 16.09.1977. All similar work charged employees including the present workman were engaged by the BCB which ceased to exist in the year 1984 therefore, the workmen cannot be termed as the employees of the BBMB because there does not exist BCB which was his parent department. Moreover, the Hon'ble Supreme Court in the case titled as Jaswant Singh (supra) has held that work charged employees were bound by the settlement dated June 28, 1977 effected by the management and also by the award 2-C of the year 1971 before Sh. H.R. Sodhi, Presiding Officer, CGIT-Chandigarh between workman and employees of the Beas Construction Board, Sunder Nagar and published in the gazette on 15.06.1974 of the Govt. of India. AR for management further argued that as per Rule 4 of the Industrial Dispute (Central) Rules 1957, the application and the statement can be signed by the workman himself or by any officer of the trade union of which he is member or by another workmen in the same establishment duly authorized by him in his behalf and since in this case, application has not been moved by the applicants, the claim is not maintainable and is liable to be dismissed.

9. So far as the claim of the applicants regarding re-employment after retrenchment on 16.09.1977 is concerned, deceased workman was not entitled for re-instatement as in a case under reference no.2-C of 1971 decided by Sh. H.R. Sodhi, the then Presiding Officer, CGIT-Chandigarh, it was held that management in order to establish an industrial peace and to secure the work charge employees after completing the work can engage after completion of project at any time within 6 months for the maintenance of staff for project of any work if it is required to those work charged employees in order to seniority who have put 10 years of service. The relevant portion of para is reproduced as below:

It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected."

10. Learned AR for respondents further contended that in this case deceased workman was retrenched on 16.09.1977 after receiving due retrenchment compensation etc. and now he is claiming re-employment under Section 25-H of the Act and his claim is hopelessly time barred as the legal heirs have filed the present claim petition in the year 2018. To support this view he has placed reliance in the case titled as Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal, AIR 2006, Supreme Court 2682, wherein in identical matters Court has not entertained writ petition due to inordinate delay. In the present case there is a delay of about 41 years. He also relied upon the case titled as Ram Chand Vs. The BBMB and another, CWP no.2787 of 2018, decided on 03.12.2018, where the Hon'ble Himachal Pradesh High Court has held that dispute if any ought to be raised within a reasonable period as the Act does not prescribed time limit for referring such dispute. AR for respondents also relied upon the judgment passed by Hon'ble High Court of Himachal Pradesh Shimla in CWP No.3057 of 2023 titled as Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others and judgment passed by Hon'ble High Court, Madras in WP Nos.5556 of 2021 titled as Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation

Ltd. and others, wherein it is stated that as per Section 2-A(3) of the Act, the order should be challenged within 3 years from the date of dismissal, discharge, retrenchment or otherwise termination of service as specified in sub-section (1) of Section 2-A. In the present case workman was engaged on 10.05.1957 and was discharged on 16.09.1977 and the legal heirs have sought re-employment after 41 years which was held to be highly time barred. Thus, he contended that claim of applicants is time barred.

Findings:

11. I have given due consideration to the arguments advanced by the learned AR for the applicants and also for the respondents.

12. So far as this contention of the AR for the respondents that in this case, application is not maintainable by LRs concerned, the same is devoid of merit as Hon'ble High Court of Andhra Pradesh in case law titled as **Anjalamma and others versus Labour Court-III at Hyderabad rep. by its Presiding Officer, Hyderabad and another (supra)** and **Bharathamma and others versus The Labour Court and another (supra)** has categorically held that in case workman had died, then even LRs of the deceased can move an application in respect of the monetary benefits. The relevant para 14 & 15 of **Anjalamma and others versus Labour Court-III at Hyderabad rep. by its Presiding Officer, Hyderabad and another (supra)** are produced as under:

14. As already pointed out supra the question whether the legal heirs/representatives of a deceased-workman can raise an industrial dispute directly under [Section 2-A\(2\)](#) of the Act did not arise for consideration in any of the decisions of the High Courts or in Rameshwar Manjhi's case (supra). But the Supreme Court in para 13 in the context of an industrial dispute filed under [Section 2-A](#) of the Act has laid down the law that in the event of death of the workman during pendency of the proceedings the legal representatives or heirs can continue the proceedings. If according to the Apex Court if a pending proceedings can be continued by the legal heirs/representatives of the deceased workman after the death of the workman during the pendency of the proceedings, there is no good reason to hold that such legal representatives/heirs are incompetent to institute the dispute before the Industrial Court after the death of a workman have locus standi to continue an industrial dispute instituted by such workman in a Labour Court in law, then they are also competent to institute such workman. The observation of the Supreme Court in paras 11 and 12 in general and in para 13 in particular read with the views expressed by the Calcutta (sic. Kerala) High Court in **Gwalior Rayon's** case (supra) and that of the Gujarat High Court in **Bank of Baroda's** case (supra) which views are affirmed by the Apex Court in Rameshwar Manjhi's case clearly go to show that legal heirs/representatives of a deceased workman can institute industrial dispute before the jurisdictional Labour Court after the death of such workman.

15. This question may be considered from another angle as well. As pointed out supra, the Labour Court in exercise of its discretionary power under [Section 11-A](#) of the Act can grant reliefs of reinstatement or lumpsum compensation in lieu of reinstatement, back wages, continuity of services or any other appropriate relief, pecuniary or otherwise having regard to the facts and circumstances of each case. In the present case if the workman were to alive he would have instituted the industrial dispute in the Labour Court and there was absolutely no legal impediment for him to do so and if the Industrial Court were to uphold the claim of the workman it would have granted the relief of reinstatement or lumpsum compensation in lieu of reinstatement, back wages and other reliefs. If that is so what the deceased workman himself would have been awarded by the Labour Court except the relief of reinstatement had he be survived, should be considered to be a part of his estate. The learned Authors Clerk & Lindsell on Torts have pointed out that since it is the deceased's own cause of action which survives for the benefit of his estate, the estate should recover such damages as the deceased himself would have been awarded had he survived. Therefore it should be held that with the death of the workman the cause of action to seek reliefs contemplated under the Act from the Labour Court does not die with him in totality and the causes of action to recover lumpsum compensation in lieu of reinstatement and back-wages do survive for the benefit of his estate. Recognizing this position and in order to resolve the conflict of opinions existed earlier among several High Courts, the Legislature inserted sub-section (8) in [Section 10](#) by [Amending Act](#) 46 of 1982 and after the amendment proceedings before any adjudicatory authority in relation to an industrial dispute shall not lapse merely be reason of the death of any of the parties to the dispute being a workman and the adjudicator is enjoined to complete such proceedings and submit his award to appropriate Government. There cannot be any dispute that the petitioners-legal heirs of the deceased workman are entitled to the estate left behind the workman. This is so having regard to the provisions of [Section 306](#) of the Indian Succession Act and the observation of the Division Bench of the Gujarat High Court in the case of **Bank of Baroda** extracted above and approved by the Apex Court. In that view of the matter I am in respectful agreement with the view taken by my learned brother S. Dasaradha Rama Reddy, J. in **Bharathamma & Others v. The Labour Court (supra)** and it does not require any reconsideration.

Thus, application on behalf of LRs is maintainable and arguments advanced by the AR for respondents are not maintainable.

13. The management relied upon mainly in this case on the case titled as **Jaswant Singh and another (supra)**, which is very material for decision of this case. The said judgment deals with two types of petitioners. First type of

petitioners was employed by the BCB on purely temporary basis and they had also given written undertaking confirming the term of their appointment. The BCB appointed the first type of petitioners on ad-hoc basis with a clear understanding that they will have no right to be retained in service after the completion of the Beas Project. They are Engineers, Section Officer, Accounts Clerk, Teacher etc. and they have claimed their parity with other employees who belonged to the services of the Punjab, Haryana and Rajasthan Governments and who were serving on deputation in connection with the works of the Bhakra Nangal Scheme.

14. In respect of these employees, it was held as follow:-

“To sum up, we are of the opinion that the petitioners are employees of the Central Government. Their conditions of service will be primarily governed by the terms of their appointment but, if they are entitled to the benefit of any of the rules of the Central Civil Services (Temporary Service) Rules 1965, they may make representations in that behalf to the appropriate authorities. It is, however, not possible for this Court to grant to the petitioners any of the reliefs claimed by them as arising out of the provisions of the aforesaid rules, including the relief by way of a declaration that they shall be deemed to be in quasi- permanent service under rule 3. We are further of the opinion that the petitioners have no right to be transferred to the services of the Bhakra Management Board, now re-named as the Bhakra Beas Management Board. Lastly, the proposed retrenchment of the petitioners does not offend against the guarantee of equality contained in articles 14 and 16 of the Constitution, since the petitioners and the Deputationists belong to two different and distinct classes.”

15. As regards, second type of employees i.e. work charged employees the judgment deals in Para 41, 42, 43, 44, 45, 46 and 47 which read as follow:-

“41.A work-charged establishment broadly means an establishment of which the expenses, including the wages and allowances of the staff, are chargeable to "works". The pay and allowances of employees who are borne on a work-charged establishment are generally shown as a separate sub-head of the estimated cost of the work.

42. The entire strength of labour employed for the purposes of the Beas Project was work-charged. The work-charged employees are engaged on a temporary basis and their appointments are made for the execution of a specified work. From the very nature of their employment, their services automatically come to an end on the completion of the works for the sole purpose of which they are employed. They do not get any relief under the Payment of Gratuity Act nor do they receive any retrenchment benefits or any benefits under the Employees State Insurance Schemes.

43. But though the work-charged employees are denied these benefits, they are industrial workers and are entitled to the benefits of the provisions contained in the Industrial Disputes Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment⁹ and modification. The work-charged employees, therefore, are in a better position than temporary servant like the other petitioners who are liable to be thrown out of employment without any kind of compensatory benefits.

44. The record of Writ Petition No. 4505 of 1978 shows that offers of alternative employment were made to the work- charged employees and many of them have accepted those offers. The rule of 'last come, first go' has also been consistently adopted while retrenching the work-charged employees. In fact the work-charged employees possess a unique right as industrial employees since, by reason of section 25J(1) of the Industrial Disputes Act, the provisions of Chapter VA, "Lay-off and Retrenchment", have effect notwithstanding anything inconsistent therewith contained in any other law including standing orders made under the Industrial Employment (Standing orders) Act, 1946.

45. There were in all about 36000 work-charged employees working on the Beas Project. Out of them, about 26000 have already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi, under section 12 of the Industrial Disputes Act, 1947. All the 12 unions of which the work-charged employees are members were parties to the said conciliation proceedings. By reason of section 18(3)(d) of the Industrial Disputes Act, a settlement arrived at in the course of a conciliation proceeding is binding on all persons who were employed in the establishment to which the dispute relates, whether they were employed on the date of the dispute or subsequently. In Ramnagar Cane and Sugar Co. Ltd. v. Jatin Chakravorty and ors., it was held by this Court that it is not even necessary, in order to bind the work men to the settlement arrived at before the conciliator, to show that they belonged to the union which took part in the conciliation proceedings, since the policy underlying section 18 of the Act is to give an extended operation to such settlements. In the instant case, all the 12 unions which represented the workmen on the work-charged establishment were parties to the conciliation proceedings. The settlement will therefore bind all the work-charged employees.

46. Apart from the settlement in the conciliation proceedings, an award was made by the Industrial

Tribunal, Central, Chandigarh, in Reference No. 2-C of 1971, in an industrial dispute between the work-charged employees of the Beas-Sutlej Link Project, Sundernagar, with which we are concerned, and the management. Under that award, as stated in the award itself, a consent formula was evolved to which the workmen "virtually agreed". The benefits which flow- to the work- charged employees under the aforesaid award dated May 15, 1974, have been accepted by almost all the work- charged employees, involving a burden of about Rs. 3 crores on the employers.

47. Since the work-charged employees are bound by the settlement dated June 28, 1977 effected between them and the management in the conciliation proceedings and since they are also bound by and have accepted benefits under the consent award dated May 15, 1974 they are not entitled to any rights apart from those flowing from the aforesaid settlement and the Award. SLP No.1246 of 1979 which is filed to challenge the Award and C.M.P. No.2077 of 1979 which is filed for condonation of the delay of over four and half years caused in filing the SLP shall have to be dismissed."

16. Thus, from the above observation of Hon'ble Supreme Court, it is clear that work charged employees are engaged on a temporary basis and their appointments are made for the specified work and their service comes to an end on the completion of work for the sole purpose of which they are employed.

17. Para 43 provides that work charged employees are industrial worker and entitled to the benefit of the provisions contained under the Act. Their rights flow from that special enactment under which even contracts of employment are open to adjustment and modification. Para 45 as reproduced above further provides that in the conciliation proceeding it has been held that there were about 36000 work charged employees working on Beas Project out of them 26000 has already accepted retrenchment compensation under the settlement arrived between the workmen and the management in the conciliation proceedings held by the Regional Labour Commissioner (Central), New Delhi under Section 12 of the Act. The said settlement is binding on all the work charge employees who are working in the establishment to which the dispute relates. In para 46 it is further stated that apart from the settlement in the conciliation proceeding an award was made by the CGIT Chandigarh in reference no.2-C in an industrial dispute between the work charged employee of the Beas Sutlej Project, Sundernagar with which we are concerned and the management. A consent formula was evolved to which the workmen virtually agreed. In the last para 47 itself specifically stated that work charged employees are bound by the settlement and award May 15, 1974 and they were entitled to rights those flowing from the settlement and award.

18. So far as the settlement executed between the work charged employees and respondents through unions, the same has not been produced by the respondents despite opportunity was given to file the same. Thus, adverse inference can be drawn against them. To support this view, reliance can be placed to the judgment of Hon'ble Punjab & Haryana High Court in case held as 2001(3) RSJ 382 Ambika Parashad Versus Punjab Urban Planning and Development Authority Chandigarh and Another wherein it has been held "that respondent has not produced record in the Labour Court to prove that Workman has not completed 240 days of service though application was submitted by the Workman for production of record held that a person in possession of the best evidence has to produce the same, otherwise adverse inference can be drawn against the said party".

19. During the course of arguments, respondents were asked to produce the settlement arrived between the 12 union of the work charged employee and management under Section 12 of Act before the Regional Labour Commissioner, New Delhi and all the work charged employee were bound by the said settlement. However, Mr. Sandeep Sharma, Law Officer for respondents stated that aforesaid settlement is not traceable as in similar matter, the same was desired by another Tribunal also and to this effect, he has made his statement. As such adverse inference can be drawn against the management in view of the above law.

20. As regards award passed by Central Govt. Industrial Tribunal, Chandigarh, the relevant claim of the work charged employees was regarding their regularization services and the finding given by the Tribunal is as follow:-

"Regulation of Services of the workcharged employees.

It is an un-disputed fact that the entire strength of labour as employed in the Project is workcharged. The institution of workcharged establishment is not only necessary but sometime unavoidable. These workmen are engaged on temporary basis and their services are utilized for the execution of a specified work for which they may be suited. From the very nature of employment the services of such workman automatically come to an end on the completion of the work. A workcharged employee does not get any relief under the Payment of Gratuity Act nor is he benefitted by the employees state Insurance Scheme. He does not indeed enjoy any retiral benefits. Before partition of the country in 1947 it was not usual to have project, construction of which required a number of years to complete but after constituting ourselves into a democratic Republic and the Government having taken in hand five year plans for development of the country there are various schemes involving the construction of works for a period extending over several years as is the case of the instant Project. It commenced in 1962 and more than 12 years having passed the completion might take another few years. In such situation it seems reasonable and fair that a workman who has, like a regular employee, spent the part of his life ranging from 5-10 years upto 20 year, should not

be thrown on the road and must be assured some benefits as are available to regular staff. The other aspect of the matter is that the employer could not be compelled to retain workcharged employees after the work for which the latter had been engaged is completed, as after all, he was employed before a particular job and the employer, be it the Government or any of its public undertakings, cannot take upon itself the responsibility of that workman for all time to come. It can be well argued that such workmen should feel happy and content that instead of remaining un-employed they got employment for a long time.

To assure industrial peace and economic justice to such class of workmen some balance has in my opinion to be struck between the two extremes. It is the duty of the State under the Directive Principles enunciated in part 4 of the constitution to secure and protect that social order in which justice, social and economic could be had by all institutions of national life. I feel that it is equally the duty of an adjudicator of industrial disputes charged with the duty of administering social justice to be guided by the fundamentals contained in this chapter though he has to bear in mind the limits of the economic capacity of the employer and Endeavour must have ever been made to secure work for every citizen in our present economy. It is not possible to immediately achieve that object. The workmen employed by the respondent management are drawn from different states out of which I am informed about 8/10 thousands are from Punjab about 22000 from Himachal Pradesh and the remaining from the states of Rajasthan and Haryana. Some of the workmen are from U.P and Bihar and a handful from Kerala. The board has by and large been consistently following the Punjab pattern in the matter of wage structure, revision thereof from time to time and grant of dearness allowance. It is only with regard to categories not appearing in the common Schedule of Rates prepared by the erstwhile United State of Punjab that the board took its independence decisions on the recommendations of its own standing committee. Even Himachal Pradesh Government generally followed the Punjab policy. The state government of Punjab in its wisdom, and I should say rightly has declared that the services of work charged employees in building and roads branch who had worked for 10 years or more would stand regularized in the sense that the workmen would be treated at par with those in the regular service of the state government. The benefit of this announcement was afterwards extended to the employees of its irrigation branch as well as to the workman who had come from Punjab to continue to stay in their parents state the services of those who had put in 10 years or more would have been regularized the respondent management too in pursuance of its policy to follow the Punjab pattern might have regularized the services of at least of those workmen who had come from Punjab but any such course would have created awkward situation as the workmen from other States could not be discriminated in this respect. Moreover financial implications and other complications are involved.

In such circumstances stated above, would have directed that the services of those of the workman who have been continuously employed for more than 10 years should be regularized. But the other problems arising from such a direction including financial impact on the employer cannot be lost sight of. The Central Government through the board is only managing on behalf of the state of Punjab, Rajasthan, Haryana and Himachal Pradesh who are partners in the venture. Several aspects of the question were discussed with the workmen and the management in the course of arguments and a formula evolved to which the workman virtually agreed and I feel that such a solution as stated hereunder is quite just to all the parties provided it is worked out, honestly stated. No doubt, what is referred to me is the matter of regularization of the services of work charge employees, but the directions that I am issuing in my opinion, amount to only granting lesser relief than claimed by the workmen. The management can also have no grievance if it wants industrial peace and is anxious to secure employment to the work-charged employees after the completion of the work. It is accordingly, directed that at the time of completion of the Project or at any other time within six months thereof for the maintenance staff for the Project or any of its Works if it is required to be recruited or transferred from any department of the State Governments or of the Central Government, the offer shall first be made to the work-charged employees in order of their seniority who have put in 10 years' continuous service or more under the Board in that category or trade where the vacancy occurs subject to the medical fitness of such workmen. The scale of wages as applicable to the workmen will not, however, be disturbed to their prejudice nor their continuity of service affected. The workmen have expressed an apprehension that near the completion of the Project trades of some of them might be changed so that it could be said that a suitable workman needed for a particular job was not available and an outsider was therefore necessary to be employed. To protect the workmen against this possible denial of their rights it is further directed that category or trade of no workman shall be changed within one year preceding the completion of the Project without his consent in writing and that if any such change without consent is made it will have no consequence inasmuch as such a workman will be entitled to the job of his earlier trade provided the vacancy relates to that trade. As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these States or in any other part of the country where there is a need for workmen of those trades."

21. A perusal of aforesaid findings made it ample clear that the order has been passed by the then learned

Presiding Officer, CGIT, Chandigarh to maintain industrial peace and to secure employment to the work charged employees after the completion of the work and it was also held by the learned CGIT that State Govt. who are beneficiary under the project and the Central Govt. will make every reasonable effort to get those workmen re-employed at any other project or work whether in any one of these States or in any other part of the country where there is a need of workmen of those trades.

22. It is specific case of the applicants that respondents also appointed fresh workmen, but preference was not given to her late husband during his lifetime, which is in clear violation of section 25-H of the Act. In this regard, it is pointed out that no pointed cross examination has been done by the law officer of the respondents, meaning thereby, the respondents have admitted that they have engaged fresh workmen but preference was not given to the deceased workman during his life time.

23. Admittedly, in this case, no effort was made by the respondents to give any employment after the retrenchment of the workmen and even there is non-compliance of Rules 77 and 78 of Industrial Rules. The same are reproduced below:

77. Maintenance of seniority list of workmen. -The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen. - (1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefore, to the address given by him at the time of retrenchment or at any time thereafter:

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior-most retrenched workmen in the list referred to in rule 77 the number of such senior-most workmen being double the number of such vacancies:

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.]

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule:

Provided that the provisions of this sub-rule need not be complied with by the employer in any case where an intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

24. Moreover, a perusal of cross examination of Mr. Dinesh Kumar (MW1) reveals that the deceased workman was never called for re-appointment at any point of time and as per aforesaid Rule 77 & 78, the workman was required to be given notice. Moreover, no explanation has been given that after the retrenchment of the deceased workman, other persons were not recruited by the management, which is in violation of Section 25-H of the Act.

25. However, the present work charged employee and other work-charged employees have been retrenched long back and even at the stage it is impossible to re-employ them. However, certainly in respect of workcharged employees present respondents were directed by the Hon'ble Supreme Court in Judgment of Jaswant Singh (Supra) to give benefits in terms of settlement and award dated 15.05.1974. The main purpose of Hon'ble Supreme Court and Ld. CGIT Chandigarh was to rehabilitate to some extent the work charged employees and restore peace and congenial atmosphere that is why Ld. CGIT Chandigarh had given directions to all state to re-employ them. Thus, it does not lie in the mouth of present respondents that no relief can be granted against present respondents as deceased husband of applicant was not their employee.

26. In the present case, no effort was made by the management to adjust the work charged employees. Moreover, no documentary evidence has been produced that any effort was made to adjust the workman after his retrenchment. Further, Ld. CGIT Chandigarh in award dated 15.05.1974 in its last lines concluded as under:-

“As regards those of the workmen who cannot be absorbed on the regular maintenance staff. I have no reason to doubt that the State Government who are beneficiaries under the Project and also the Central Government will make every reasonable effort to get them re-employed at any other Project or work whether in any one of these states or in any other part of the country where there is a need of workmen of those trades”

Nothing has come on record that above directions were complied with.

27. Moreover, in the absence of production of settlement between work charged employees and management, it cannot be interfered what were the terms and conditions in the said settlement. Further, CGIT Chandigarh has fixed ten years time and accrual of vacancy within six months keeping in view the facts and circumstances of the case and has evolved his own formula to bring peace and harmony between work charged employees and management but it cannot be said to be a universal policy in the absence of production of settlement between work charged employees and management. However, no effort was made to adjust the petitioners in view of order of CGIT. Moreover, in this case, deceased workman has rendered service of more than 12 years.

28. As regard, this contention of learned AR of respondents that petitioners were not the employees of the BBMB but were the employees of BCB, the same is devoid of merit as Discharge certificate was issued by the BBMB. Moreover, as per respondents Beas Control Board was constituted in the year 1960. BCB was constituted in the year 1966 and all the projects were transferred from Beas Control Board to BCB in the year 1966 thereafter as per Section 79 of the Punjab Re-organization Act, BMB was constituted for administrative, maintenance and operation of various works as mentioned in Section 79 itself. Section 80(6) of the Punjab Re-organization Act provides that BMB constituted under Section 79 of the Act shall be re-named as BBMB when any of the components of the Beas Project has been transferred under sub-section 5 and the BCB shall cease to exist when all the component of the Beas Project have been so transferred. All the projects under BCB were completed in the year 1984 and BCB ceased to exist in 1984. When all work of BCB stands transferred to BBMB so it cannot be said that BBMB is separate identity than BCB. Rather BCB has merged in BBMB. Moreover, Hon'ble Supreme Court in Jaswant Singh case (supra) in respect of work charged employees has no where stated that relief can be sought by work charged employees only against the BCB. So contention of Ld. AR of the respondents that BCB and BBMB are two separate entities is devoid of merit.

29. So far this argument of AR for the respondents that the case is hopelessly time barred is concerned, the same is again devoid of merits as there was non-compliance of Rule 77 and 78 of Industrial Rules which has been reproduced above. Moreover, there is no limitation period prescribed for filing a reference. Moreover, reference was received in the year 2018. So far as case laws on the point of limitation the same are not attracted in the present case as there was no compliance of Judgment of Jaswant Singh case (Supra). Moreover, limitation was added in Section 2A of the Act in the year 2010 (15.09.2010) and deceased workman was dismissed from service on 16.09.1977 and AR for respondents has failed to bring this fact that the aforesaid provision was retrospective.

30. It is added here that in the present case, the reference was made under clause (d) of sub-section (1) of Section 10 of the Act. It is not case filed under Section 2-A of the Act. Hon'ble Supreme Court of India in case titled as Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra) has held as follow:

"42. It is an undisputed fact that the dispute was raised by the workman after he was acquitted in the criminal case which was initiated at the instance of the respondent. Raising the industrial dispute belatedly and getting the same referred from the State Government to the Labour Court is for justifiable reason and the same is supported by law laid down by this Court in Calcutta Dock Labour Board (supra). Even assuming for the sake of the argument that there was a certain delay and latches on the part of the workman in raising the industrial dispute and getting the same referenced for adjudication, the Labour Court is statutorily duty bound to answer the points of dispute referred to it by adjudicating the same on merits of the case and it ought to have moulded the relief appropriately in favour of the workman. That has not been done at all by the Labour Court. Both the learned single Judge as well as the Division Bench of the High Court in its Civil Writ Petition and the Letters Patent Appeal have failed to consider this important aspect of the matter."

Even Hon'ble Supreme Court in para no.31 of the said judgment has held as follow:

"31. The rejection of the reference by the Labour Court by answering the additional issue no. 2 regarding the delay latches and limitation without adjudicating the points of dispute referred to it on the merits amounts to failure to exercise its statutory power under Section 11A of the Act. Therefore, we have to interfere with the impugned award of the Labour Court and the judgment & order of the High Court as it has erroneously confirmed the award of the Labour Court without examining the relevant provisions of the Act and decisions of this Court referred to supra on the relevant issue regarding the limitation."

31. Hon'ble Supreme Court has also referred in the said case decision of Ajaib Singh v. The Sirhind Co-Operative Marketing Cum- Processing Service Society Limited & Anr. (AIR 1999 Supreme Court 1351), wherein, Court has opined that relief cannot be denied to the workman merely on the ground of delay, stating that:-

"10. It follows, therefore, that the provisions of Article 137 of the Schedule to Limitation Act, 1963 are not applicable to the proceedings under the act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence. No reference to the labour court can be generally questioned on the ground of delay alone. Even in a case where the delay is shown to be existing, the tribunal, labour court or board, dealing with the case can appropriately mould the relief by declining to grant

back wages to the workman till the date he raised the demand regarding his illegal retrenchment/ termination or dismissal.

32. In view of the aforesaid observations of the Hon'ble Supreme Court, the delay was not thus fatal to the case of the appellant. It is also added here that so far as the case **Ram Chand Vs. The BBMB and another (supra)**, **Ghunghriya Ram versus Himachal Pradesh State Electricity Board Limited and others (supra)** and **Mr. D Poomaran versus The General Manager, Bharat Petroloum Corporation Ltd. and others (supra)** referred by the AR for respondents are concerned, those cases were filed by the workman under Section 2-A of the Act, which specifically provides limitation of 3 years from the date of dismissal or retrenchment. Section 10(1) of the Act specifically provide that appropriate government may refer any industrial dispute at any time, whereas the same is conspicuously absent in sub-section (3) of Section 2A, which could clearly depict the intention of the legislature namely, it had deliberately imposed limitation period under sub-section (3) of Section 2A. Thus, period of limitation cannot be considered. So far as the case law titled as **Chief Engineer Ranjit Sagar Dam & Anr. Vs. Sham Lal (supra)**, the same is not attracted to the facts and circumstance of the present case in view of the judgment **Raghubir Singh V/s General Manager, Haryana Roadways, Hissar (supra)**, whose relevant paras are reproduced above. Therefore, it cannot be said that case of applicant was beyond limitation.

33. However, it is added that the witness Sh. Kashmir Singh in his cross examination has stated that notice of retrenchment was given to his father but no retrenchment compensation was paid. Moreover, in written statement, stand of the respondents is that the deceased workman was paid all terminal benefits i.e. retrenchment compensation, gratuity and ex-gratia etc. on account of retrenchment from BCB as per provisions of the Act and other relevant laws. Thus, it shall be presumed that deceased workman was given retrenchment compensation. So, there is no violation of Section 25F of the Act. Moreover, it is also not case of the applicant that there is breach of Section 25F of the Act.

34. Further, there was non-compliance of **Jaswant Singh Case (Supra)**, Reference No.2C of 1971 and Rule 77 & 78 of Industrial Rules and in this case it would be highly difficult to re-employ the workman. The only remedy left is to compensate the workman in term of money.

35. Keeping in view the fact and circumstances of the present case and other connected case of similar nature the following scheme of compensation is deemed fit by this Tribunal:

- iv. Workcharged employee who has completed 5 years of service or more shall be entitled for Rs.50,000/- along with interest @9% per annum as compensation from the date of moving of application till the realization of amount.
- v. Workcharged employee who has completed less than 5 years but more than 1 year would be entitled Rs.25,000/- along with interest @9% per annum from the date of moving of application till the realization of amount.
- vi. Those employees who have not completed 1 year will not be entitled for any compensation in the present case.

36. Deceased workman Sh. Pithu Ram was employed on 19.04.1965 and was retrenched on 16.09.1977 as mentioned in Discharge Certificate (Ex.W1) issued by Sub Divisional Officer, BBMB Sundernagar, and has worked for about 12 years (more than 5 years), so the applicants are entitled for Rs.50,000/- along with interest @9% per annum from the date of moving the application till its realization.

37. The reference is answered accordingly and stands disposed of.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-04/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2026 को प्राप्त हुआ था।

[सं. एल-22012/165/2013-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (**Reference.LC/R/04/2014**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **W.C.L** and their workmen, received by the Central Government on **28/01/2026**.

[No. L-22012/165/2013 – IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/04/2014

Present: P.K.Srivastava

H.J.S.(Retd.)

**Zonal Mahamantri,
C-Mewa Zonal,
Western Coal Field Limited,
PO, Distt. Palachorai,
Chhindwara (M.P.)**

Workman

Versues

**Chief General Manager,
Western Coalfields Limited,
Tansi Khan, Kanhan Region,
PO Dungaria, Distt. Chhindwara (M.P.)**

Management

(JUDGMENT)

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

As per letter dated 09.12.2013 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/165/2013 (IR(CM-II)) dt. 09.12.2013. The dispute under reference relates to:

“क्या श्री कलीराम पुत्र स्वर्गीय कामगार श्री कल्लू पिता स्वर्गीय माखन को सीजीएम, वेस्ट कोलफील्ड लिमिटेड तानसी कन्हान क्षेत्र पो डुंगरिया जिला छिन्दवाडा द्वारा अनुकंपा नियुक्ति न दिया जाना न्यायोचित है? यदि नहीं तो श्री कलीराम क्या अनुतोष पाने का अधिकारी है?”

The facts of the case are almost undisputed. Undisputedly, Kallu was an employee of the Western Coal Field Limited, who died while in service on 07.12.2004. The Applicant Kaliram, who claims him to be the son of Deceased Kallu from his first wife, requested for his appointment on compassionate grounds being the Dependant Son of Deceased Kallu and filed his application on 20.12.2005 with the Management and a reminder on 23.07.2007. His this application was not granted. He raised a dispute which has been referred to this Tribunal.

The Management had defended its action with a case that, in fact Deceased Kallu had two wives. His first wife was Smt. Shanti Bai and Kaliram is his son from his first wife. His another wife is Smt. Sushila Bai and Rajesh is son of the Deceased Employee Kallu from his second wife Sushila Bai. Both Kaliram and Rajesh, who are sons of the Deceased Employee Kallu from his two wives, have placed their claim for compassionate appointment as a dependant son of their deceased father Kallu. But both cannot be granted compassionate appointment. Hence, till the dispute is resolved, the process has been put on hold.

The Rajesh appeared in this case also as an intervener. The matter was sent by this Tribunal to Mediation Centre of Hon'ble High Court of M.P. as it involved dispute between the sons of the deceased employee and there were chances for conciliation, but Mediation failed.

Affidavits and documents have been filed from all the sides, to be referred to as and when require.

I have heard argument of Learned Counsel for the Applicant Kaliram Mr. Mukesh Mishra and Mr. Neeraj Kewat Learned Counsel for Management. The intervener Rajesh did not appear. I have gone through the records as well.

From records, it is established that the two claimants Kaliram, the Applicant and the Rajesh are sons of the

deceased employee Kallu from his two wives. Kaliram is his son from first wife whereas Rajesh is his son from his second wife.

Undisputedly, the Deceased Employee was Hindu, hence Hindu Marriage Act, 1956 shall apply in his case.

It is established that even if the Marriage of the deceased employee Kallu with his second wife when his marriage with his first wife was not dissolved be considered void, the son from his second marriage will be entitled to inheritance with the son from his first wife.

It would have been better that the parties would have settled this dispute within the family. One side of dependants would have agreed for post death benefits and other side for compassionate appointment. That would have been the best solution which could not be reached on in this case.

Since, Applicant Kaliram has been sponsored by the legally wedded wife of the deceased employee as his dependant son for the purpose of compassionate appointment; he has a superior claim as compared to the intervener, Rajesh, who is son of the deceased employee from his second wife. Hence, on the basis of this discussion and findings, the reference is answered as follows.

AWARD

The applicant Kaliram is held entitled to be considered by the Management of WCL for compassionate appointment being son of deceased employee Kallu. If, his claim is found otherwise not fit to be entertained, the Management may consider claim of Rajesh for his appointment on compassionate ground being dependant son of deceased Kallu.

The reference stands answered accordingly.

No order as to cost.

DATE:- 23/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर केपंचाट(एलसी/आर-01/2021) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2026 को प्राप्त हुआ था।

[सं. एल-22012/45/2020-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/01/2021**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of S.E.C.L and their workmen, received by the Central Government on **27/01/2026**.

[No. L-22012/45/2020- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL JABALPUR (M.P.)

NO. CGIT/LC/R/01/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

The State President

Samyukta Shramik Sangathit Asangathit Sangh

Main Road Kukari Choli

Po- Bhaisma Distt. Korba (C.G.) 495674**Workman****Versues****The General Manager,****SECL, Korba Area,****Po – Korba,****Distt. Korba (C.G.) - 495677****Management****(JUDGMENT)****(Passed on this 12th day of December - 2025)**

As per letter dated 11/12/2020 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-22012/45/2020-(IR(CM-II)) dt. 11/12/2020. The dispute under reference relates to:

“Whether the demand of the Samyukta Shramik Sangathit Asangathit Sangh, Korba for correction of the date of birth from 25.09.1960 to 10.05.1965 of the Workman Shri Santosh Kumar S/o Late Bhikham Ram, Sr. Data Entry Operator of Korba Area, SECL is legal and justified? If yes, to what relief the Samyukta Shramik Sangathit Asangathit Sangh, Korba is entitled?”

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

Case of the Workman is mainly that, he was first appointed on 10.10.1983 with SECL Colliery in Sub-Area Chirmiri and was posted as Casual Mazdoor. He worked there till 05.09.1990, thereafter he joined as Data Entry Operator in the Korba Area. He was issued a last pay certificate from SECL Colliery showing his date of birth 25.09.1960 whereas his date of birth is 10.05.1965, which he had disclosed at the time of his joining on 10.10.1983 and had produced documents in this respect which are his Middle School Certificate cleared by him in 1976. He moved an application in the year 1991 and thereafter filed other applications dated 15.07.1993 and 28.05.1999 requesting the Management at Korba to correct his date of birth, but no action was taken. Thereafter, he made a request to conduct an enquiry with respect to his date of birth and correct it by way of filing applications dated 18.08.2002 and 25.07.200. The Office of the General management vide his letter dated 12.11.2002 and 11.03.2003 sought same clarifications with respect to his contents which he submitted vide his letter dated 20.03.2003. No action was taken by Management and no enquiry was conducted. It is further his case that at the time of his first appointment on 10.10.1983 he submitted his domicile certificate, Class 8th School Certificate, Caste Certificate, preliminary description and employment card, issued from employment exchange, showing his date of birth 10.05.1965. In his service record also at SECL Colliery, his date of birth 10.05.1965 was recorded, but the Management unilaterally and arbitrarily changed his date of birth from 10.05.1965 to 25.09.1960 without intimating and without conducting an enquiry under his knowledge. The workman has also stated that, he was never informed about the Age Determining Committee in 1988 as claimed by Management. He was unjustly superannuated by Management on the basis of his wrong date of birth dated 10.09.1960 after attaining 60 years of age which is unjust, arbitrary and illegal. He has thus requested that setting-aside the order of his superannuation by Management on the basis of his date of birth 10.09.1960, he be deemed to be reinstated with back-wages and as well consequential pre and post retiral benefits deeming him to be in continuous employment till date of his superannuation based on his correct date of birth i.e. 10.05.1965.

Case of the Management is mainly that, the qualification for the Causal Mazdoor is illiterate. The workman did not produce any document with respect to his date of birth at the time of his first appointment, his date of birth 10.09.1960 was recorded on the basis of information furnished by him in this respect. He accepted it and made his signatures in his service record. Thereafter, he was posted as Data Entry Operator in Korba. His last pay certificate was issued from the place of his earlier posting mentioning his date of birth as 10.06.1960 on the basis of his service record.

It is further the case of the Management that in 1988, an Age Determination Committee was constituted to address disputes with respect to dates of birth of the Workmen, including the Applicant Workman, and the Committee submitted its report. The date of the birth of the Applicant Workman was found correct which was mentioned in his service records as 10.09.1960. The workman has wrongly been perusing and agitating against this decision of the Management to which he is not entitled to. It is further the case of the Management that, superannuation of the Workman after attaining 60 years on the basis of his date of birth recorded as 10.09.1960 is correct and just in law.

Both the sides filed their affidavits as their examination-in-chief and which they have been cross-examined by their opposite party. Documentary evidence has also been filed and proved in form of RTI documents and other

photocopy documents to be referred to as and when require.

I have heard argument of Mr. Tapan Kumar Chakravarti representative of the Union for the Workman and Mr. Neeraj Kewat for the Management. I have gone through the record as well.

It comes out that case of Management is that, the Age Determining Committee was constituted in 1988 with respect to settling the dispute regarding the date of birth of certain workers including the Applicant Workman which files its report and found his date of birth as 10.09.1960 recorded in his service records as correct.

Case of the Workman is that this Committee never informed the Workman to produce his side of evidences. He was never heard by this Committee, he was never informed of the findings of this Committee. He kept agitating against the entry with respect to his date of birth consistently even after 1988. In these circumstances, this Tribunal directed the Management to file the proceedings of the Age Determining Committee constituted in 1988 and its report. An affidavit was filed by Management that proceedings and report of the Age Determining Committee were not available, only an order dated 05.10.1988 passed by the Additional Chief Mining Engineer of SECL Colliery was filed in photocopy.

Under National Coal Wage Agreement, Implementation Instructions 76 procedure for settlement of date of disputes with respect to date of birth of employees has been mention. The relevant portion is being reproduced as under

Determination of the age at the time of appointment

i) Matriculates.

In the case of appointees who have passed Matriculation or equivalent examinations, the date of birth recorded in the said certificate shall be treated as correct date of birth and the same will not be altered under any circumstances.

ii) Non-matriculates but educated.

In the case of appointees who have pursued studies in a recognised educational institution, the date of birth recorded in the School Leaving Certificate, shall be treated as correct date of birth and, the same will not be altered under any circumstances

Undisputedly, in this case, the Workman had cleared its Class 8th examination (in 1976) ie; much before his appointment with the Management in 1983. His date of birth i.e. 10.05.1965 is mentioned in the certificate. The Age Determining Committee is bound to rely on this Certificate till it is proved to be a non genuine. Since, the report of Age Determining Committee has not been produced by Management, hence, basis of the finding of the Age Determining Committee cannot be ascertained. It is not clear whether Age Determining Committee considered his educational certificate of the Workman as mentioned or not. This is also not established that, the Workman was informed about proceedings of the Age Determining Committee and was allowed to participate in the proceedings. Case of the Workman is that, neither he was informed nor did he participate in the proceedings, is supported by an Affidavit and cannot be disbelieved in the light of the circumstances as mentioned above. There is no affidavit of any Member of the Age Determining Committee to indicate that the Committee has noticed the Workman and allowed the Workman to participate in the proceedings.

Since, the settled principle as mentioned in the Implementation Instructions 76, is that if the Workman is literate, his high school certificate and his middle school certificate in case he has not cleared his high school examination, will be relied upon for the date of his birth. Hence, on this basis, non acceptance of the date of birth of the Workman Santosh Kumar as 10.05.1965 as mentioned in his Middle School Certificate by the Management is held unjust, illegal and contrary to law. Consequently, the action of Management in superannuating the Workman after attaining 60 years on the basis of his date of birth 10.09.1960 is also held vitiated in law.

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

AWARD

Holding the demand of the Samyukta Shramik Sangathit Asangathit Sangh, Korba for correction of the date of birth from 25.09.1960 to 10.05.1965 of the Workman Shri Santosh Kumar S/o Late Bhikham Ram, Sr. Data Entry Operator of Korba Area, SECL as legal and justified, he is directed to be reinstated with all back-wages with all consequential pre as well post retrial benefits till the date of his superannuation based on his date of birth i.e. 10.05.1965 deeming him to be in continuous service of SECL.

No order as to cost.

DATE:- 12/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

सरकार वेस्ट कोयलांचल लिमिटेड के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट (एलसी/आर-78/2020) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2026 को प्राप्त हुआ था।

[सं.एल-22012/43/2020-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/78/2020**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **West Koylanchal Limited** and their workmen, received by the Central Government on **27/01/2026**.

[No. L-22012/43/2020– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR, (M.P.)

NO. CGIT/LC/ R/78/2020

Present: P.K.Srivastava

H.J.S.(Retd.)

Mahamantri Secretary,

Mine Workers Union, Laljhanda (AITUC),

Pathakheda Area, New Market Chowk,

Pathakheda Area,

District Betul (M.P.)-460001

Workman

Vs

Chief General Manager,

West Koylanchal Limited,

Pathakheda Area,

District Betul (M.P.) – 460001

Management

(JUDGMENT)

(Passed on this 29th day of December, 2025)

As per letter dated 02/12/2020 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act'), now The Industrial Relations Code 2020 (in short the Code) as per Notification No. L-22012/43/2020(IR(CM-2)) dt. 02/12/2020. The dispute under reference relates to:-

“क्या खदान मजदूर संघ लालझंडा (एटक) की यह मांग कि स्वर्गीय दीपक मोदी (पूर्व जनरल मजदूर)/ उनके वारिस को WCL, पाथाखेड़ा प्रबंधक ने उसे दिनांक 13-05-2015 को उक्त सम्बन्ध में हुए त्रिपक्षीय समझौते की अनुपालना न करते हुए 1,70,000/- रुपये का उसके दावे (वेतन सम्बन्धी) का भुगतान न देकर उक्त समझौते की शर्तों का उल्लंघन किया है?”

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

The case of the workman is mainly that Deepak Modi was employed as General Mazdoor Category-I in the year 1980, work of loader was taken from him. He was not paid the wages admissible to loader inspite of the fact that job of loader was taken from him by the management, eventually, he died during service. Management and Union entered into the settlement with respect to claims of Deepak Modi on 13.03.2015, in which they agreed to recognize

the claim of Deepak Modi in this respect but did not pay. After his death, his son was appointed on compassionate grounds, he raised a dispute through Union after failure of conciliation and reference was made to this Tribunal. According to the workman refusal of pay of loader to the deceased Deepak Modi for the period which he had worked as loader though he was appointed as General Mazdoor Category-I is unjust, illegal and arbitrary. The Union has requested that his claim in this respect which is computed @ Rs. 1,70,000/- (One Lac Seventy Thousand Only) be granted along with interest @18% per annum.

The case of the management is mainly that, Deepak Modi was initially appointed on 26.11.1979 as a General Mazdoor Category-I, he was regularized on 14.10.1981 and was transferred to Sarni Mines on 05.05.2011. He was never deployed as Pump Khalasi or Pump Operator or Loader by management at any point of time, hence he is not entitled to his claims. It is further the case of management that after Deepak Modi died in service, his son has been granted compassionate appointment and pension is being paid to his wife. It is also the case of management that there was no settlement with respect to the claims as made by the Union in the settlement dated 13.03.2015.

During course of proceedings the son of deceased workman Deepak Modi who had raised dispute through Union also died and now union is prosecuting the reference.

In Evidence, Union filed affidavit of wife and mother of deceased son of Deepak Modi as their examination-in-chief, they were cross-examined by Management. Workman side has filed and proved documents Ex-W/1 to Ex-W/3, to be referred to as and when require.

Management has filed Office Order dated 20.10.2020 upgrading Deepak Modi to higher category. Copy of NCWA-II 29 photocopy settlement dated 13.03.2015, death certificate of Deepak Modi, letter to Regional Manager (Personnel) sent to the Union with respect to demand of Union for claim of Deepak Modi as stated above and other documents, to be referred to as and when required. Management has also filed affidavit of its witnesses as his examination-in-chief, he has been cross-examined by Union.

I have heard argument of Learned Counsel Mr. Swapnil Khare for the Workman and Mr. Neeraj Kewat, for Management. I have gone through the record as well

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

The terms of the settlement dated 13.03.2015 are being reproduced as under:-

1. ***The management agreed to allow Shri Deepak Modi Token No. 5148 to join in Sarni Mines of Pathakhera Area of WCL on the same post/grade in which he was working.***
2. ***Union agreed that Shri Deepak Modi will join his duty within 7 days from today and will work regularly. Union is also agreed that Shri Deepak Modi will not claim any wages for the idle period from 11.10.11 till the previous day of joining duty.***
3. ***Management agreed that the period of absence from duty of Shri Deepak Modi will not be treated as break in service and will be counted for all other benefits.***

It is also agreed between the parties that other demands of the Union related to prior service of Shri Deepak Modi will be discussed among themselves and the outcome will be informed to this office within 90 days.

This resolves the dispute. Both the parties will inform the implementation position.

It is clear from perusal of the settlement that in the settlement, parties agreed that other demands related to prior service of Deepak Modi will be discussed and outcome shall be informed within 90 days.

It comes out from perusal of the record that Union sent representations with respect to claim of Deepak Modi regarding pay of loader as stated above, there is on record, reply of management filed and proved in which they have asked the Union to produce evidence in support of their this claim for the workman Deepak Modi though a General Mazdoor Category was ordered to work as loader. There is nothing on record to show that any proof in this respect was filed by Union before management or this Tribunal. **Hence, the claim that Deepak Modi worked as a loader at any point of time as claimed by Union is held not proved.**

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

AWARD

The claim of the Union with respect to Rs. 1,70,000/- (One Lac Seventy Thousand Only) in respect of settlement dated 13.05.2015, is held not tenable and the workman is held entitled to no relief. "

No order as to cost.

DATE:- 29-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 109.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिद्धिविनायक बौद्धेयीय सेवा के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर** के पंचाट (एलसी/आर-27/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2026 को प्राप्त हुआ था।

[सं. एल-22013/01/2026-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/27/2022**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **Sidhivinayak Bhuddeshiya Seva** and their workmen, received by the Central Government on 27/01/2026.

[No. L-22013/01/2026- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR, (M.P.)****NO. CGIT/LC/R/27/2022****Present: P.K.Srivastava****H.J.S.(Retd.)**

1. Shri Mayur Bhandekar,
S/o Mr. Bhimrao Somaji Bhandekar,
Friends Nagar, Near LIC Colony,
Behind Biney Dresses,
Mowa, Raipur (C.G.)- 492007

Workman**Vs**

1. The Additional Director,
Central Govt. Health Scheme (CGHS),
1st Floor, Swasthya Bhawan,
near T.V. Tower, Seminary Hills,
Nagpur (M.H.)- 440006

2. The President,
M/s Sidhivinayak Bahuddeshiya Seva
Sahkari Sansthan Maryadit, 74,
Jai Bajrang Society, behind Vetenary College,
Seminary Hills, Nagpur- 440006

Management**(JUDGMENT)**

(Passed on this 15th day of December, 2025)

As per letter dated 25/01/2022 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. 24(02)/2022-IR dt. 25/01/2022. The dispute under reference relates to:

"Whether the action of the Management of Additional Director, Central Govt. Health Scheme (CGHS), Nagpur through its Contractor M/s Sidhivinayak Bahuddeshiya Seva Sahkari Sansthan Maryadit, Nagpur (MH) by terminating the services of Shri Mayur Bhandekar S/o Mr. Bhimrao Somaji Bandekar, DEO engaged at CGHS Dispensary (Wellness Centre-I) at Raipur (CG) is legal & justified, if not, what relief the workman is entitled to?"

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.

The case of the workman, as taken by him in his statement of claim, is mainly that he was a Data Entry Operator, working with the establishment of Central Govt. Health Scheme (CGHS) in their CGHS Dispensary (Wellness Centre-I) at Raipur (CG) which is under supervision and control of Ministry of Health and Family Welfare, Government of India. He worked there for more than three years continuously and regularly i.e. from 02.12.2017 to 15.02.2021, when his services were terminated without following due process of law without any notice or compensation. He raised a dispute with the concerned Labour Commissioner (Central), which was referred to this Tribunal for adjudication after failure of conciliation, his work as Data Entry Operator was maintenance of frequent short term day to day issues arising in the hardware and software, uploading the application data and photographs for making plastic cards, online registration of patients, uploading online data reports and other works as specified by him in para 4 of his statement of claim. His work was supervised by the Officers and Employees of C.G.H.S., his transfer, joining from one office to other office and all other controls were directly done by the C.G.H.S. without any intervention of anybody, his attendance was also made in biometric system maintained by C.G.H.S. for their other regular and permanent employees. It is further the case of the workman that the outsourcing agency through which he was shown to have been engaged, is simply a camouflage and deceptive method adopted by C.G.H.S. to deny the workman his legally admissible rights under the Act when he has been working under the control, management, supervision and direction of the Officer of C.G.H.S. in their Office. His work has been of permanent and perennial nature which is still being done by someone other in his place and he has been discharging duties like a permanent employee of C.G.H.S. working on the same post.

Further, as alleged by the workman, the management of C.G.H.S. has adopted unfair labour practice by engaging him on contract through outsourcing agency for a work of permanent and perennial nature which is prohibited under the Act and the Code as well. This action of management is also in violation of section 7 & 12 of the *Contract Labour (Regulation & Abolition) Act, 1970* because neither Department of C.G.H.S. is registered as a Principal Employer nor is the outsourcing agency, a licensed contractor, as required under section 7 & 12 of this Act. The workman has thus prayed that setting aside his termination, dated 25.02.2021 holding it illegal and arbitrary, he be reinstated to the post with back wages and benefits and also be held entitled to permanent status as an employee of C.G.H.S.

The C.G.H.S. has filed its written statement of defense in which they have taken a plea that the workman was appointed by outsourcing agency, M/s Sidhivinayak Bahuddeshiya Seva Sahkari Sansthan Maryadit as Data Entry Operator and was deputed to work with C.G.H.S. He was getting salary from the outsourcing agency and was terminated by the outsourcing agency. It was further pleaded that the workman was not appointed by C.G.H.S. and there is no sanctioned post for Data Entry Operator with them in Raipur.

The outsourcing agency, did not appear and did not contest the case in spite of service of notice.

During the proceeding, none appeared from C.G.H.S. also, hence the case proceeded *ex-parte* against the C.G.H.S. and the outsourcing agency.

In evidence, the workman has filed his affidavit as his examination-in-chief, he has filed and proved documents, to be referred to as and when require.

I have heard argument of Mr. Praveen Yadav, Learned Counsel for workman. None appeared for any of the managements. I have gone through the record as well.

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

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

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

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

(a) voluntary retirement of the workman; or

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

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

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

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

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

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

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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.

12.

13.

14.

15.

16.

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

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

On perusal of his unrebutted affidavit, which is corroborated with documents Annexure-W/1 to W/36, case of the workman as stated above, is held proved.

Judgment of *Hon’ble High Court of Delhi at New Delhi in W.P.(c) No. 2133/2020 with connected Writs and*

Applications in the case of Director, C.G.H.S. v/s Shri Ram Chandra and others, has been referred to in this respect. In this case the order of C.G.I.T., Delhi in granting regular and permanent status to the respondents/workmen who were also placed as Data Entry Operators in various Office/Wellness Centres of C.G.H.S. in Delhi through outsourcing agency in similar situation and facts was upheld by Hon'ble Single Bench of High Court. The workman in this case, as submitted by Learned Counsel, is entitled to parity with the other workmen having the same case as mentioned above.

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

“10. Prohibition of employment of contract labour:-

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

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

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

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

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

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

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

Learned counsel also submits that engaging Badli, Casual or Temporaries employees on permanent post is unfair labour practice as defined in the Act and is prohibited in the Act, hence, on this score also the outsourcing agreements are sham contracts and contractors are sham contractors engaged just to flout law in this respect. Learned counsel also submits that adopting unfair labour practice by employer is a crime under the Act. This Tribunal is within its powers to undo the civil consequences of such an unfair labour practice.

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

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

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

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

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

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

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

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

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

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

“OFFICE OF ASSISTANT REGIONAL MANAGER,

U.P. TRANSPORT CORPORATION, AZAD NAGAR DEPOT

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

OFFICE ORDER

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

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

sd/-

(Illegible)

(Sad Sayed)

Assistant Regional Manager,

Azad Nagar, Depot”

(emphasis supplied)

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

16. The respondent Corporation has neither produced documentary evidence nor showed before the Labour Court that the appellant workman was appointed on contract basis. The fact that he deposited Rs 2000 towards security amount with the respondent Corporation indicates that he was working as a driver on a permanent basis. In view of Schedule V, Item 10 of the ID Act, 1947 the respondent Corporation is prohibited from engaging the appellant workman as a badli, casual or temporary workman to work on permanent basis. The fact that he had been continuously working for more than 3 years and he had rendered more than 240 days of service as the driver in a calendar year until his termination order and yet he is being engaged on a contractual basis in the respondent Corporation is statutorily prohibited. The same amounts to an unfair labour practice as defined under Section 2(ra) read with Section 25-T, which action of the Corporation is punishable under Section 25-U of the ID Act. This

legal position is settled by this Court in *Chief Conservator of Forests case* [*Chief Conservator of Forests v. Jagannath Maruti Kondhare*, (1996) 2 SCC 293 : 1996 SCC (L&S) 500] wherein it was held as under : (SCC pp. 302-03, para 22)

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

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

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

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

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

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

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

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

25.3. And again at para 37, observing that the aforesaid sweeping power conferred upon the Tribunal is not unbridled and is circumscribed by this Court in *New Maneck Chowk Spg. & Wvg. Co. Ltd. v. Textile Labour*

Assn. [AIR 1961 SC 867] , the relevant para 6 of which is extracted as under : (Hari Nandan Prasad case [Hari Nandan Prasad v. Food Corporation of India, (2014) 7 SCC 190 : (2014) 2 SCC (L&S) 408] , SCC p. 213, paras 37-38)

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

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

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

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

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

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

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

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

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

Karnataka v. Umadevi (3), (2006) 4 SCC 1 : 2006 SCC (L&S) 753] at para 36, has held that the said case does not denude the Industrial and Labour Courts of their statutory power under Section 30 read with Section 32 of the MRTU and PULP Act to order permanency of the workers who have been victims of unfair labour practice on the part of the employer under Item 6 of Schedule IV where the posts on which they have been working exist". (SCC p. 574)

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

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

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

Since, in the case in hand, it is unrebutted that the workman **firstly**, is qualified for the post, **secondly**, has been working for a long period as a contract worker through contractor under the supervision, control and direction of C.G.H.S. for work of permanent and perennial nature. Hence, the establishment of C.G.H.S. is held to be adopting unfair labour practice in the case in hand. **The workman in present case, is also held entitled to the same relief as affirmed by the Hon'ble High Court of Delhi in their Single Bench judgment with respect to the similarly placed Data Entry Operators of C.G.H.S.**

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

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

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

- **Misuse of "Temporary" Labels:-** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labelled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*
- **Arbitrary Termination:-** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*
- **Lack of Career Progression:-** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*
- **Using Outsourcing as a Shield:-** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.*
- **Denial of Basic Rights and Benefits:-** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances."*

The principle laid down in the case of Jaggo (Supra) has been followed by Hon'ble Supreme Court in the case

of **Shripal Vs. Nagar Nigam Ghaziabad in Civil Appeal No. 8157/2024 (2025 INSC 144)**. The relevant portion of the said judgment is being reproduced as follows:-

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

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

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

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

17. In light of these considerations, the Employer’s discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period. 18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:-

I. The discontinuation of the Appellant Workmen’s services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from thereof their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear

the aforesaid dues within three months from the date of their reinstatement.

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

Reference of another judgment of Hon'ble Supreme Court in the case of *Hochtief Gammon v. Industrial Tribunal*, 1964 SCC OnLine SC 148 : (1964) 7 SCR 596 : (1965) 1 SCJ 292 : AIR 1964 SC 1746

is necessary. The relevant portion of the judgment is being reproduced as follows-

"8. Section 10(4) which was also added by the same amending Act provides, inter alia, that the jurisdiction of the Industrial Tribunal would be confined to the points of dispute specified by the order of reference, and adds that the said jurisdiction may take within its sweep matters incidental to the said points. In other words, where certain points of dispute have been referred to the Industrial Tribunal for adjudication, it may, while dealing with the said points, deal with matters incidental thereto, and....."

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

AWARD

Holding that the management of C.G.H.S. has adopted unfair labour practice with respect to the applicant workman by taking work from him for years as an outsourced employee on contract when the vacancy is of permanent nature and is still available, the management of C.G.H.S. is directed to reinstate the workman but without backwages and initiate a fair and transparent process for his regularization for the position on which, he has been working, within six months from the date of Award. The management of C.G.H.S. shall expedite all necessary administrative processes to ensure that such longtime employees are not indefinitely retained on contractual assignments or through outsourcing, contrary to statutory and equitable norms.

No order as to cost.

Copy of this judgment be sent to the Ministry and to the parties.

DATE:- 15-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -51/2023) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/01/2026 को प्राप्त हुआ था।

[सं. एल-22013/01/2026-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./51/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen, received by the Central Government on 16/01/2026.

[No. L-22013/01/2026- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

ASANSOL.

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

REFERENCE CASE NO. 51 OF 2023

PARTIES: Sanjay Bhuia
(dependent son of Late Gokul Bhuia)
Vs.
Management of Kuardi Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management of ECL: Mr. P. K. Goswami, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 25.11.2025

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(42)/2023/E** dated 29.11.2023 has been pleased to refer the following dispute between the employer, that is the Management of Kuardi Colliery under Satgram Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of M/s Eastern Coalfield Limited in denying employment to Shri Sanjay Bhuia, dependent son of Late Gokul Bhuia, Ex- Wagon Loader, Kuardi Colliery under Satgram Area is just and legal? If not, to what relief the concerned dependent of the deceased is entitled to? ”

1. On receiving Order **No. 1(42)/2023/E** dated 29.11.2023 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 04.12.2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.
2. Mr. Rakesh Kumar, President of Koyala Mazdoor Congress filed written statement on 22.04.2024 on behalf of Sanjay Bhuia, dependent son of Late Gokul Bhuia. The fact of the case as delineated in the written statement of the union is that, Gokul Bhuia was posted as Wagon Loader at Kuardi Colliery under Satgram Area of Eastern Coalfields Limited (hereinafter referred to as ECL). He was a permanent employee under ECL and died in harness on 02.04.2000. Smt. Kaloo Bhuia, wife of the deceased employee applied for providing employment to Sanjay Bhuia, the dependent son. Attestation Form, Relationship certificate, Indemnity Bond, No-objection of other family members and Affidavit were also submitted before the management of the colliery. On 23.10.2000 management issued a letter addressed to Sanjay Bhuia, asking him for some more documents for the purpose of considering the prayer for employment. Indemnity Bond was submitted with two securities who were permanent employees of ECL, having more than five years of service. On 19.07.2001 management rejected the prayer for employment of the dependent son in an illegal manner on the ground of delay in submitting application. According to the union there is no time limit prescribed in the National Coal Wage Agreement (hereinafter referred to as NCWA) for submitting documents for employment. After receiving the application for employment management should informed the dependent in writing about any requirement of specific document. After rejection of the prayer, the dependent son and union requested the management for considering the claim on a plea that the application for employment was submitted within time but delay was caused for the time taken in preparing the document. The management of ECL considered the request and thereafter held screening of the dependent family members on 22.02.2003 at the colliery. Sanjay Bhuia was also sent for his medical examination before the Initial Medical Examination Board (hereinafter referred to as IME Board). The IME Board found him fit for employment and the Screening Committee and General Manager of the Area recommended the proposal for employment and forwarded the same to ECL Headquarters for approval. The Personnel Manager (Employment), issued a letter to the Deputy Chief Personnel Manager, Satgram Area dated 16/23.11.2007 seeking clarification about the earlier rejection. The Area Personnel Manager sent reply to the letter dated 16/23.11.2007 but no action was taken by the management at the Headquarters of ECL. According to the union

the wife of the deceased employee submitted an application within six months from the date of death of the employee. The management of ECL in their Memorandum of Settlement dated 22.05.2007, executed before Regional Labour Commissioner (C), Asansol with all unions of ECL assured that all old claims for employment would be processed. The management however rejected the claim for employment of Sanjay Bhuia on 03.12.2018 on a plea that the claim was earlier rejected. After receiving the letter regretting employment, Sanjay Bhuia applied for review of the decision but his request was not considered, consequently an Industrial Dispute was raised before Assistant Labour Commissioner (C), Raniganj at Durgapur, which resulted in failure. Union has prayed for providing employment to Sanjay Bhuia under ECL at the earliest possible time and for payment of monetary compensation to the wife of the deceased till employment was granted.

3. Management of Satgram-Sripur Area, ECL filed written statement on 26.08.2024 contesting the claim of the union. It is the case of the management that Gokul Bhuia was an employee under management and died on 02.04.2000, leaving behind Sanjay Bhuia - son, Kaloo Bhuia - wife and Sarbani Bhuia - mother. Management admitted that Sanjay Bhuia submitted an application on 16.10.2000 under the provisions of NCWA for his employment but the application was incomplete. He was asked to submit application with complete documents and he again submitted a second application on 23.10.2000 which was not found complete and for the third time the dependent son submitted application on 12.07.2001. According to the management the statutory period of six months had already passed by the time he submitted a complete third application. Management contended that employment cannot be reserved for a period beyond six months, as such the Agent, Kuardi Colliery informed Sanjay Bhuia through his letter dated 19.07.2001 that the application was rejected as it was filed after statutory period of six months. Management claimed that the stand taken by them is consistent with the terms governing employment and prayed for rejection of the Industrial Dispute.

4. The short question for consideration is whether the action of management in denying the prayer for employment of Sanjay Bhuia is legally tenable? If not, to what relief the dependent son of the deceased employee is entitled to.

5. Sanjay Bhuia has been examined as Workman Witness No. 1. He filed his affidavit-in-chief where he recounted the case disclosed in the written statement. He categorically stated that after death of his father an application for employment was submitted within time. Management asked for some more documents for processing the prayer for employment to the dependent of deceased. After the documents were submitted the Senior Personnel Officer of the colliery issued a letter on 23.10.2000 for submitting some more documents. Thereafter, Screening was held at the colliery level and proposal for employment was sent to Area but management rejected the prayer on 19.07.2001 on the ground of delay. Workman witness stated that there is no time limit prescribed in the NCWA for submitting documents and management of the colliery should inform the dependent about the requirement of any document. Witness stated that screening was again held on 22.02.2003 at the colliery and he was referred to the IME Board for his medical examination where he was found fit for employment. The Screening Committee and the Area General Manager recommended him for employment and sent the file to ECL Headquarters for approval. On 23.11.2007 some clarification regarding earlier rejection was sought for and after several years of waiting management ultimately rejected the claim for employment on a plea that the claim was earlier rejected. The witness stated that after rejection of the prayer for employment the claim was reopened on the basis of Memorandum of Settlement dated 22.05.2007. witness further stated that no monetary compensation has been paid to his mother and having no source of income to maintain livelihood he is entitled to get employment and his mother is entitled to get monetary compensation from the date of death of his father till employment is granted. The workman witness produced the following documents in support of his case :

- (i) Copy of the Death Registration Certificate of Gokul Bhuia is produced as Exhibit W-1.
- (ii) Copy of the Service Book of Gokul Bhuia, as Exhibit W-2.
- (iii) Copy of the Death Certificate of Gokul Bhuia issued by the Dy. Medical Superintendent, Kuardi Colliery Hospital, as Exhibit W-3.
- (iv) Copy of the application dated 28.04.2000 of Kaloo Bhuia addressed to the Manager of Kuardi Colliery, informing him about death of Gokul Bhuia, as Exhibit W-4.
- (v) Copy of the Application dated 11.05.2000 of Kaloo Bhuia addressed to the Manager of Kuardi Colliery, claiming employment for Sanjay Bhuia and Monthly Monetary Cash Compensation for herself till employment was provided to him, as Exhibit W-5
- (vi) Copy of the letter dated 23.10.2000 issued by Sr. Personnel Officer, Kuardi addressed to Sanjay Bhuia, asking him for submitting some documents, as Exhibit W-6.
- (vii) Copy of the Screening report dated 22.02.2003, as Exhibit W-7.
- (viii) Copy of the letter dated 19.07.2001 issued by Agent Kuardi Colliery addressed to Sanjay Bhuia, rejecting his prayer for employment, as Exhibit W-8.
- (ix) Copy of the letter dated 28.03.2002 issued by the Chief General Manager (P&IR) addressed to the Dy. Chief Personnel Manager, Satgram Area, as Exhibit W-9.

- (x) Copy of the employment proposal dated 02.04.2003 forwarded by the management to the General Manager, Satgram Area, as Exhibit W-10.
- (xi) Copy of the letter dated 16/23.11.2007 issued by the Personnel Manager (Employment), ECL addressed to the Dy. Chief Personnel Manager, Satgram Area, seeking clarification about earlier rejection, is produced as Exhibit W-11.
- (xii) Copy of the regret letter dated 03.12.2018 issued by the Agent, Ratibati (R) Colliery addressed to Sanjay Bhuia, as Exhibit W-12.
- (xiii) Copies of the four applications submitted on 26.02.2019, 20.03.2021, 14.02.2022 and 23.11.2023 for considering his employment proposal are collectively produced as Exhibit W-13.

6. In cross-examination the workman witness deposed that he submitted Indemnity Bond along with other documents for his employment. The copy of the application dated 12.07.2007 is marked as Exhibit M-1 on admission. Witness denied the suggestion that he did not take any step for employment after 19.07.2001 when his prayer was rejected. The witness also denied that his mother did not submit any request for monetary compensation.

7. Management examined Mr. Fulchand Mohanlal Kewat, Assistant Manager (Personnel), Ratibati Group of Mines as Management Witness No. 1. In his affidavit-in-chief the witness stated that Gokul Bhuia died on 02.04.2000 and his son Sanjay Bhuia submitted his application for employment on 16.10.2000 which was initially incomplete and later on he submitted complete application with documents on 12.07.2001. As a result, the delay was beyond six months and there was no explanation. The witness further stated that at the time of submission of application the time limitation was six months. Finally, it is averred that the management was justified in denying employment to Sanjay Bhuia. The management witness produced the following documents in support of their case :

- (i) Copy of the Death Registration Certificate of Gokul Bhuia is produced as Exhibit M-2.
- (ii) Copy of the Service Book of Gokul Bhuia, as Exhibit M-3.
- (iii) Copy of the application dated 16.10.2000 of Sanjay Bhuia addressed to the Sr. Personnel Officer, Kuardi Colliery, seeking employment, as Exhibit M-4.
- (iv) Copy of the letter dated 23.10.2000 issued by Sr. Personnel Officer, Kuardi addressed to Sanjay Bhuia, asking him for submitting some documents, as Exhibit M-5.
- (v) Copy of the application dated 12.07.2007, submitting Indemnity Bond, as Exhibit M-6.
- (vi) Copy of the letter dated 19.07.2001 issued by Agent Kuardi Colliery addressed to Sanjay Bhuia, informing him that his prayer for employment could not be considered, as Exhibit M-7.
- (vii) Copy of the regret letter dated 03.12.2018 issued by the Agent, Ratibati (R) Colliery addressed to Sanjay Bhuia, as Exhibit M-8.

8. In his cross-examination the witness stated that after 19.07.2001 no further proceeding took place for employment of Sanjay Bhuia. However, it transpired from further cross-examination that Sanjay Bhuia was examined by the IME Board and his screening was also held in the year 2003. The witness admitted documents produced by the workman witness as Exhibit W-7 and W-10, which are Screening Report of the family members of the deceased employee held on 22.02.2003 (Exhibit W-7) and employment proposal in favour of Sanjay Bhuia dated 02.04.2003 (Exhibit W-10) which reveal that management had been processing the proposal for employment of Sanjay Bhuia even after the first communication of rejection on 09.07.2001 (Exhibit W-8). Management witness admitted that Sanjay Bhuia submitted prayer for reconsideration on 26.02.2019 (Exhibit W-13) but management did not take any steps.

9. At the outset, Mr. Rakesh Kumar arguing the case for the dependents of the deceased employee submitted that Gokul Bhuia died on 02.04.2000 which has been supported by Exhibit W-1, the Death Registration Certificate and the Certificate of death issued by the Deputy Medical Superintendent of Kuardi Colliery Hospital (Exhibit W-2). It is argued that Kaloo Bhuia submitted an application before the Manager, Kuardi Colliery on 28.04.2000 (Exhibit W-4) informing him about the death of her husband on 02.04.2000 at Kuardi Colliery Hospital of ECL. She also prayed for providing employment to her dependent son Sanjay Bhuia. Subsequently, she also submitted an application dated 11.05.2000 (Exhibit W-5) before the management claiming Monthly Monetary Cash Compensation until employment was provided to her son. The union representative argued that the dependent son also submitted separate application before the management on 16.10.2000 which has been admitted in the written statement of the management and thereafter submitted documents on 23.10.2000 and furnished some more documents on 12.07.2001. All the applicants were filed soon after the death of his father. The claim for compassionate employment was made by the dependent according to the provisions of NCWA, applicable to the employees and employer company. It is strenuously argued that the terms of NCWA does not specify any time limit for submitting document for employment. In the instant case there was no delay on the part of the dependent son and wife of the deceased in claiming employment. The proposal for employment was already initiated and as there is no set norm for filing any particular document along with the application. The prevailing practice of the management is to call upon the dependent to file certain document as necessary. Therefore, the management cannot assert that the later application with relevant documents should be considered to be the first application of the dependent, seeking employment. It is strenuously argued on behalf of the dependents that the date of submission of first application till completion of entire process is a

continuous process and should not be considered in a disjunct manner. It is further argued that in letter dated 19.07.2001 (Exhibit M-7) issued to Sanjay Bhuia it was informed that he submitted an Indemnity Bond on 12.07.2001 after lapse of about ten months and therefore, as per guidelines received from the Director (Personnel), ECL old cases beyond six months could not be considered for employment and the prayer for his employment was rejected. Mr. Kumar, argued that there is no provision for submitting any Indemnity Bond and the time consumed for satisfying some unidentified requirements of the management cannot be referred for rejection of the application for employment, which was submitted much earlier on 16.10.2000. It is vehemently argued that NCWA does not made provision for unilateral decision of the Director (Personnel), ECL in fixing time limit for submitting application related to employment. According to the union the application was filed within time but the management on their own delayed the process in finalizing the claim for employment and delayed the matter by seeking one document after the other and after expiry of six months, took a plea that the application seeking employment has not been filed within six months from the date of death and rejected the claim. It is argued that such approach of the management contributing to the delay in resolving the claim for employment of dependents of deceased is unjust and illegal and was not accepted by the union while formulating the terms of NCWA. Therefore, such term is inapplicable. It is urged that such approach on the part of the management is arbitrary, lopsided, illegal and its only purpose is to frustrate the genuine claim of the dependent of the employee. Mr. Rakesh Kumar drew my attention to the cross-examination of management witness where he stated that Sanjay Bhuia was examined by IME Board and his screening test was held in the year 2003. Reliance was placed upon the Screening Report dated 22.02.2003 (Exhibit W-7) and it is argued that even after initial rejection of prayer for employment by letter dated 19.07.2001 management held screening of Sanjay Bhuia and also forwarded the proposal for employment to the ECL Headquarters by letter dated 02.04.2003 (Exhibit W-10) for consideration of the Competent Authority. It is submitted that the management cannot deny the right of the employment of the dependent on a plea that no proceeding took place after his prayer was rejected. Furthermore, at the time of furnishing death information of her husband she simultaneously sought for monetary compensation in her letter dated 11.05.2000 (Exhibit W-5). The management witness in his evidence did not refute the claim and did not raise objection against receipt of the letter. Therefore, management is under the obligation to pay monetary compensation to the wife of the deceased from the date of death of her husband till employment is provided to her son.

10. Mr. P. K. Goswami, learned advocate for the management of ECL, in reply argued that initially an incomplete application was submitted by Sanjay Bhuia, seeking employment. Management sought for other relevant documents which were filed by the son on 12.07.2001 after six months from the date of death of his father. The management of ECL considered the same and regretted the prayer for employment by issuing letter dated 19.07.2001 referring to the Circular issued by the Director (Personnel), that application for employment should be submitted within six months and management cannot reserve the right for employment of a dependent beyond the period of six months. Subsequent delay on the part of the dependent could not be approved and the management finally in their letter dated 03.12.2018 (Exhibit M-8) has rightly expressed their inability to recommend his employment as the earlier letter was rejected and not pursued thereafter. Learned advocate urged that the Industrial Dispute has no merit and is liable to be dismissed.

11. I have considered the statement of claim by the union made in their written statement, the counter case of the management in their pleading, evidence adduced by both parties and the rival arguments of the parties. The referred Industrial Dispute is essentially in respect of the claim for employment by the dependent son of the deceased employee Gokul Bhuia who died in harness on 02.04.2000. It is a well settled principle that the compassionate appointment is an exception to the general rule of merit-based recruitment under Article 14 of the Constitution of India. The benefit of employment is not a matter of right unless it arises out of the terms of employment of the deceased employee. In the present case the NCWA-VI which governs the ancillaries of the Coal India Limited and their employees has made provisions for employment to the dependents of ex-employees under certain conditions.

Clause 9.3.1 of NCWA-VI provides that employment would be provided to one dependant of workman who is disabled permanently or who died while in service. The provision will be implemented as follows.

Clause 9.3.2 of NCWA-VI provides that in so far as female dependents are concerned, their employment / payment of monetary compensation would be governed by Clause 9.5.0.

Clause 9.3.4 of NCWA-VI provides that the dependents to be considered for employment should be physically fit and suitable for employment and aged not more than 35 years provided that the age limit in case of employment of female spouse would be 45 years as given in Clause 9.5.0. In so far as male spouse is concerned, there would be no age limit regarding provision for employment.

Clause 9.5.0 (iii) of NCWA-VI provides that in case of death either in mine accident or for other reasons or medical unfitness under Clause 9.4.0, if no employment has been offered and the male dependant of the concerned worker is 12 years and above in age, he will be kept on a live roster and would be provided employment commensurate with his

skill and qualifications when he attains the age of 18 years. During the period the male dependant is on live roster, the female dependant will be paid monetary compensation as per rates at paragraphs (i) & (i) above. This will be effective from 1.1.2000.

Clause 9.5.0 (iv) of NCWA-VI provides that monetary compensation wherever applicable, would be paid till the female dependant attains the age of 60 years.

In the instant case it is gathered from the pleadings of the union that no monetary compensation was paid to Kaloo Bhuia, the wife of the deceased employee and the union claimed monetary compensation for her till employment was granted to her son. Suggestion was given to the Workman Witness No. 1 that his mother did not submit any prayer for monetary compensation which the witness denied. In course of evidence union produced a copy of application dated 11.05.2000 (Exhibit W-5) whereby Kaloo Bhuia requested the Manager of Kuardi Colliery to grant her Monthly Monetary Cash Compensation until employment was given to her son. Such evidence on record proves that the wife of the deceased was not paid monetary compensation though within a short period from the date of death of her husband she had applied before the management for payment of monetary compensation. Therefore, management is duty bound to comply the provisions of NCWA and pay monetary compensation to the wife of the deceased employee which is contingent to the relief of delayed employment to a male dependent. Since the question relating to non-payment of monetary compensation to the deceased has not been referred in the Schedule for adjudication by this Tribunal, I am not inclined to pass any specific order in favour of the wife of the deceased employee for payment of monetary compensation to her in view of the ratio of the decision of the Hon'ble High Court at Calcutta in the case of **Axis Bank Vs. Union of India and Others [(2022)(175) FLR 2571]** wherein it is held :

“ The Labour Tribunal under the Industrial Disputes Act has a limited authority and jurisdiction to proceed only with the reference arose from the conciliation proceeding and cannot travel beyond the scope of reference.”

12. On advertng to the question of denial of employment to Sanjay Bhuia, it is necessary to consider whether the claim for employment is legally tenable. It may be gathered from the admitted position in the written statement of the management that Sanjay Bhuia submitted application for his employment on 16.10.2000 which was found incomplete due to want of some documents. Accordingly, Sanjay Bhuia was advised to submit a complete application along with requisite documents. The dependent son further submitted application on 23.10.2000 and then again on 12.07.2001. From Exhibit W-4, a letter dated 28.04.2000, I find that Kaloo Bhuia informed the Manager, Kuardi Colliery about the death of her husband and requested for providing employment to her son Sanjay Bhuia. Once again on 11.05.2000, the wife of the deceased submitted another application (Exhibit W-5), seeking monetary compensation for herself till employment was provided to her son. The application submitted by Sanjay Bhuia on 16.10.2000 (Exhibit M-4) is indeed a continuation of the claim, already submitted by his mother. The management of ECL therefore could not have dismissed the application of the dependent son as time-barred. Management produced a letter dated 19.07.2001 (Exhibit M-7) wherein it is stated that Sanjay Bhuia applied for his employment after lapse of six months from the date of death of his father and as per guidelines of Director (Personnel), ECL, his claim for employment could not be considered. The management of ECL has not produced any copy of the Circular whereby the dependent of a deceased employee could be debarred from submitting application beyond a period of six months. If for argument's sake any such circular has been issued by the Director (Personnel), ECL, the same cannot have any binding effect on the dependent of the deceased employee of ECL, as it is an outcome of a unilateral decision of the management and serves only as an untenable and arbitrary imposition upon employee. Such terms lying down the time-limit for submitting application for employment have not been provided in the NCWA. Therefore, any attempt to introduce any additional terms in relation to any subject matter already contained in NCWA cannot be legally binding unless such terms is ratified, accepted and adopted by the beneficiaries, who are the employees and their unions.

13. In the case of **Sukumoni Hembram alias Sukumoni Mejhan Vs. Union of India and Others [MAT 27 of 2024]** the Hon'ble Division Bench of the Hon'ble High Court at Calcutta observed :

“ None of the clauses 9.3.0 to 9.5.0 of NCWA provide any time limit for applying or prescribe any financial solvency of the family as a disqualification. It does not allow the employer to choose between the dependents as to who it would grant the employment or the MMCC.”

In view of such observation and the contents of NCWA, I hold that the letter dated 19.07.2001, regretting the claim for employment of Sanjay Bhuia is contrary to the terms of agreement for providing employment and the same is not legally tenable. It transpires from the letter dated 19.07.2001 (Exhibit M-7) that Sanjay Bhuia submitted Indemnity Bond on 12.07.2001, after lapse of ten months for which there was a delay. From the letter of the Assistant Labour Commissioner (C), Raniganj at Durgapur dated 08.11.2023 it appears that much time was consumed by the management seeking Indemnity Bond and thereafter rejecting the same on the ground that one of the sureties who signed the Indemnity Bond was having less than five years of service and the Personnel Manager (Employment), ECL Headquarters informed the Assistant Personnel Manager, Satgram Area for directing the dependent for submitting a fresh Indemnity Bond and the dependent son submitted fresh Indemnity Bond with new surety, a permanent employee

having more than five years of service. Once again it appears to me that there is no specific rule for seeking any Indemnity Bond from the dependent of the deceased employee for the purpose of his employment. The management of the employer company is duty-bound to provide employment to the dependent son only on fulfilment of the essential criteria i.e., he should be a major, not more than thirty-five years and that he would be provided with employment commensurate to his skill and qualification. There is no procedural mandate for seeking Indemnity Bonds from the dependent requiring it to be signed by sureties who are the permanent employees of the company, having more than five years of service. The management of ECL appears to have delayed the entire process of providing employment by insisting upon compliance of tertiary requirement which cannot be any decisive factor for allowing or disallowing employment to the dependent. Therefore, delay caused by the management of ECL in seeking Indemnity Bond and further Indemnity Bond have prolonged the entire process and thereby lost sight of the actual purpose. This approach has caused severe hardship to the family of the dependent waiting for employment for several years. It appears from the record that the management of ECL held screening of the family members of the deceased employee on 22.02.2003 (Exhibit W-7) i.e., after issuing the first letter dated 19.07.2001, regretting the prayer for employment (Exhibit M-7). Management Witness No. 1 in his cross-examination has admitted that examination by the IME Board and screening of Sanjay Bhuia was held in the year 2003. Management did not disqualify Sanjay Bhuia on the ground of medical unfitness nor for being over-age. The only objection of the

management is that the application for employment was submitted after passage of six months which is far from truth. Its need to be borne in mind that once the application has been submitted within a reasonable time, the management of employer company is duty-bound to process the same within reasonable time at their end. Fulfilling other requirements are to be treated as a continuing process relating back to the first application submitted by Kaloo Bhuia, the wife of the deceased and cannot be treated in isolation. Therefore, in my considered view the management's decision to turn down the claim for employment of the dependent son on a plea that the application was made after six months is unjust and untenable. The management of ECL is a party to NCWA and it should be conscious of the fact that the terms which have been laid down have to be treated as enabling provisions and the same has to be strictly complied without any alteration / addition / novation on their part in the absence of the other party i.e., the union representing the employees. There is no scope for the employer company to deny employment to Sanjay Bhuia on the ground of delay in submitting his complete application if the other facts regarding his age and medical fitness have been satisfied. In such view of the matter, I hold that the action of the management in denying employment to Sanjay Bhuia is arbitrary, unjust and illegal. The management is directed to complete the employment procedure of Sanjay Bhuia within one month from the date of communication of the Award, in default, management shall pay compensation of an amount equivalent to the last salary drawn by Gokul Bhuia, each month till the dependent son is provided with employment.

Hence,

ORDERED

that the Industrial Dispute is allowed on contest against the management of Eastern Coalfields Limited. The denial of employment of Sanjay Bhuia on the ground of delay is not sustainable under the law and terms of National Coal Wage Agreement. The management of Eastern Coalfields Limited is directed to complete the procedural formalities to provide employment within one month from the date of communication of the Award, in default, management shall pay compensation of an amount equivalent to the last salary drawn by Gokul Bhuia, each month till he is provided with employment. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -26/2025) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/01/2026 को प्राप्त हुआ था।

[सं. एल-22013/01/2026-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिक अधिकारी

New Delhi, the 27th January, 2026

S.O. 111.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./26/2025**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen, received by the Central Government on 16/01/2026.

[No. L-22013/01/2026- IR (CM-II)]

SALONI, Dy. Director/Link officer

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

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

REFERENCE CASE NO. 26 OF 2025

PARTIES: Rashid Mia
Vs.
Management of Satgram-Sripur Area, ECL.

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 10.11.2025.

AWARD

In exercise of powers conferred under sub-Section (5) of Section 12 read with sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Ministry of Labour, Government of India through the Office of the Deputy Chief Labour Commissioner (Central), Asansol, vide its Order **No. 1(04)/2025/E** dated 26.08.2025 has been pleased to refer the following dispute between the employer, that is the Management of Satgram Project under Satgram-Sripur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. E.C.L. in denying regularization to the post of T.T Driver to Shri Rashid Mia, U.M No- 111197 working at Satgram Project is just and legal? If not, to what relief the concerned employee is entitled to? ”

1. On receiving Order **No. 1(04)/2025/E** dated 26.08.2025 from the Office of the Deputy Chief Labour Commissioner (Central), Asansol, Ministry of Labour, Government of India, for adjudication of the dispute a Reference case was registered on 29.08.2025 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. P. K. Das, learned advocate appeared for the management of Satgram-Ratibati Group of Mines under Satgram-Sripur Area of Eastern Coalfields Limited by filing a Vokatnama. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress filed a petition praying for closing the case on the ground that the dispute relating to denial of regularization of Rashid Mia as T. T. Driver has been resolved by regularizing Rashid Mia as Driver in Category-V. Therefore, the dispute has been settled between parties and union wants to withdraw the dispute. Copy served upon learned advocate for the management.

3. After issuing Notice under registered post to both parties, the concerned union informed the Tribunal that the aggrieved workman has already been regularized by the management as T. T. Driver, Category-V. Considered the same. It appears that the dispute has been amicably settled between parties and there is no necessity of proceeding further with this case. Accordingly, same is disposed of. Let an Award be drawn up in the form of a No Dispute.

Hence,

ORDERED

that a No Dispute Award be drawn up in respect of the above Reference case. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -42/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/01/2026 को प्राप्त हुआ था।

[सं. एल-22012/185/2012-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./42/2012**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen, received by the Central Government on 16/01/2026.

[No. L-22012/185/2012- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

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

REFERENCE CASE NO. 42 OF 2012

PARTIES: Ganesh Turi
(dependent son of Late Shanti Turi)
Vs.
Management of Jambad OCP, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Milan Kumar Bandyopadhyay, Advocate.
For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.**STATE:** West Bengal.**Dated:** 26.11.2025**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/185/2012-IR(CM-II)** dated 19.11.2012 has been pleased to refer the scheduled dispute between the employer, that is the Management of Jambad OCP under Kajora Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Jambad OCP in denying employment to the dependent of Late Shanti Turi, Ex-Employee is justified? What relief the dependent concerned is entitled to and from

which date ? ”

1. On failure of conciliation before the Assistant Labour Commissioner (C), Raniganj at Durgapur, the Government of India, Ministry of Labour, New Delhi referred the Industrial Dispute bearing Order No. L-22012/185/2012-IR(CM-II) dated 19.11.2012 to this Tribunal for adjudication. A Reference case was registered on 10.12.2012 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. After service of Notice Ganesh Turi, claiming himself to be the youngest son of Shanti Turi, ex-employee filed statement of claim on behalf of the workman. United Koila Mazdoor Sangh (UTUC), the union which raised the Industrial Dispute did not take any step. The case of the workman as disclosed in the written statement dated 04.06.2015 is that Shanti Turi, wife of Late Nibaran Turi was a permanent employee of Eastern Coalfields Limited (hereinafter referred to as ECL) and was posted at Jambad OCP under Kajora Area as Haulage Kamin bearing U.M. No. 537332. She was appointed in the service of the company on 15.01.1983 and died on 19.11.1994 while in service, leaving behind her two sons namely, Haglu Turi and Ganesh Turi. Haglu Turi is physically handicapped. The names of the sons appeared in the Service Record Excerpt of Shanti Turi as her dependents and she nominated her sons for receiving Coal Mines Provident Fund and Gratuity amount. After death of Shanti Turi, Ganesh Turi submitted an application along with relevant documents for his employment on compassionate ground against death of his mother as per provisions of National Coal Wage Agreement (hereinafter referred to as NCWA). The grievance of the dependent son is that the management did not consider his case for employment and such non-consideration amounts to denial of employment which is illegal and unjustified. Ganesh Turi in his written statement has prayed for passing an order in his favour, directing management of ECL to provide employment to him at the earliest.

3. Management of ECL rebutted the claim of the dependent son of the deceased employee by filing a written statement on 08.11.2016. It is contended that the terms of reference is misconceived and the claim for employment is not in accordance with the provision of NCWA. Management further contended that Ganesh Turi did not submit relevant documents in support of his claim that he is the dependent son of the deceased employee or fulfilled all pre-requisites under the provisions of NCWA. In the written statement management claim that it is totally justified in not providing employment to the dependent of the deceased employee.

4. The point for adjudication is whether the management of ECL is justified in denying employment to the dependent of Late Shanti Turi.

5. The case was fixed up for evidence since 24.01.2017. Ganesh Turi filed his affidavit-in-chief but did not appear for his cross-examination. Several opportunities were granted to the workman for his evidence till 11.06.2024. Workman Witness did not turn up for his cross-examination and Mr. Ashish Mohan was examined as Management Witness No. 1. He filed his affidavit-in-chief and produced documents which have been marked as Exhibit M-1 to M-4. The witness was cross-examined on behalf of Ganesh Turi, claiming to be dependent son of Shanti Turi.

6. In the affidavit-in-chief Ganesh Turi disclosed that his mother Shanti Turi was a permanent employee of ECL at Jambad OCP under Kajora Area of ECL. She died on 19.11.1994 while in the service of the company leaving behind him and Haglu Turi, his elder brother as the legal heirs and dependents. Their names are recorded in the Service Record Excerpt of their mother. It transpires from his statement that Haglu Turi was handicapped and for such reason Ganesh Turi applied for his employment before ECL on consent of his elder brother. The witness claimed to have submitted all relevant documents but management did not consider his prayer. The witness did not face the cross-examination. Therefore, apart from what is already admitted by the management in their written statements, other assertions made in the affidavit-in-chief by Ganesh Turi cannot be considered to have been proved.

7. Mr. Ashish Mohan, Deputy Manager (Personnel), Jambad OCP has been examined as Management Witness No. 1. He filed his affidavit-in-chief relating to the management's case wherein he admitted that Shanti Turi was an employee of ECL who died on 19.11.1994 while in service of the company. It appears from his statement that at first Haglu Turi submitted application for employment on 20.03.1997 but as he is physically handicapped such claim was not considered by the management. Late Ganesh Turi submitted a separate application on 01.07.2010 for his employment i.e., after a long delay. Management witness further stated that as Ganesh Turi was a minor, his claims could not be considered by the management and there is no scope to keep his name in the Live Roster of the company as per provisions of NCWA. In course of his evidence management witness produced the following documents :

- (i) Copy of the application of Haglu Turi dated 20.03.1997 addressed to the Agent, Jambad OCP, claiming employment against the death of his mother is produced as Exhibit M-1.
- (ii) Copy of the Service Record Excerpt of Shanti Turi, as Exhibit M-2.
- (iii) Copy of the Death Registration Certificate of Shanti Turi, as Exhibit M-3
- (iv) Copy of the application of Ganesh Turi addressed to the Agent, Jambad OCP, claiming employment, as Exhibit M-4.

8. In course of cross-examination the management witness admitted that there is a provision for providing employment to the physically handicapped person in ECL. He further stated that earlier when the son of Shanti Turi

applied for employment, management did not consider the percentage of his disability as he is physically handicapped. Apart from application of Ganesh Turi management had no other document to show that any decision was taken by the management regarding his prayer for employment.

9. The case was fixed up on 21.11.2025 for argument but in view of Ministry's letter No. Z-25025/01/2025-CLS-II(E) dated 14.05.2025 to take up old cases for disposal during the special campaign, Notice was issued under registered post to both parties, fixing the case for haring of argument. Notice was sent to the General Secretary of United Koila Mazdoor Sangh (UTUC) but the same was returned unserved. No Notice was sent to Ganesh Turi at his address available in his affidavit-in-chief.

10. Mr. P. K. Das, learned advocate for the management of ECL submitted that Haglu Turi who claimed employment after the death of his mother by submitting his application dated 20.03.1997 was physically handicapped and no employment was provided to him. Thereafter, the younger son Ganesh Turi submitted an application for his employment before the Agent of Jambad OCP on 01.07.2010 i.e., sixteen years after the death of his mother. Learned advocate argued that at the time of death of Shanti Turi on 19.11.1994 NCWA-V was applicable to the employees and management of ECL. To maintain the name of a minor dependent son in the Live Roster his age should have been fifteen years or more on the date of death of the employee. In the instant case the prayer for employment of Ganesh Turi could not be considered as his age was only eleven years at the time of death of his mother and his name could not have been maintained in the Live Roster. The application for employment made in the year 2010 therefore, could not be considered and the Industrial Dispute raised against the management is liable to be dismissed.

11. On the date fixed for hearing of argument none appeared for Ganesh Turi after Notice. I have considered the materials on record, pleadings of the parties and the argument advanced on behalf of the management. Undisputedly, Haglu Turi and Ganesh Turi are the two dependent sons of Late Shanti Turi and their names appeared in the Service Record Excerpt, which is produced as Exhibit M-2. In the year 1987 the age of Ganesh Turi was four (4) years and Haglu Turi was thirteen (13) years. Initially, Haglu Turi submitted an application dated 20.03.1997 (Exhibit M-1) praying for his employment as a dependent. As he is handicapped, his brother submitted a separate application on 01.07.2010 (Exhibit M-4), claiming employment for himself. In his application Ganesh Turi disclosed that he had submitted an application in the year 2003 for employment but the case file is still pending for consideration. Ganesh Turi did not state the exact date of his application made in the year 2003. No such document has come forth for consideration. It is noteworthy that by submitting a second claim by Ganesh Turi on 01.07.2010, the claim for employment of Haglu Turi was waived. According to Clause 9.5.0 (iii) of NCWA-V which was in force from 01.07.1991 to 30.06.1996, in case of death of an employee either in mine accident or for other reasons or medical unfitness under Clause 9.4.0, if no employment has been offered and the male dependant of the concerned worker is fifteen (15) years and above in age he would be kept on a live roster and would be provided with employment commensurate with his skill and qualifications when he attains the age of 18 years. During the period the male dependant is on live roster, the female dependant will be paid monetary compensation as per rates in Paragraphs (i) & (ii). It is crystal clear from the provisions of NCWA that Ganesh Turi was not eligible for employment even on his attaining majority as he was only eleven (11) years of age at the time of death of his mother and fell short of four (4) years to fulfill the required condition for being considered for employment on being attaining majority.

12. The provisions of NCWA are strictly followed for the purpose of considering eligibility of a dependent for employment. There cannot be any deviation from such rules. In the case of **Sukumoni Hembram alias Sukumoni Mejhan Vs. Union of India and Others [MAT 27 of 2024]** the Hon'ble Division Bench of the Hon'ble High Court at Calcutta held :

" NCWA is a negotiated agreement that has been arrived at between the employer and the employees. It is a settlement under section 2 (p) of the Industrial Disputes Act, 1947 and has binding effect on the parties thereto under section 18 (3) of the Act of 1947."

13. Under the fact and circumstances, I hold that Ganesh Turi, the dependent son is not entitled to any employment under the management of ECL on account of death of his mother in harness. The issue relating to employment of Haglu Turi does not arise in this case as neither the union nor Haglu Turi himself appeared before the Tribunal to assert his claim.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest. Ganesh Turi, the dependent son of Late Shanti Turi is not entitled to get employment under Eastern Coalfields Limited as per provisions of National Coal Wage Agreement – V. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 113.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल केपंचाट(संदर्भ संख्या -24/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/01/2026 को प्राप्त हुआ था।

[सं. एल-22012/459/1998-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./24/2004**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of ECL and their workmen, received by the Central Government on 16/01/2026.

[No. L-22012/459/1998- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

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

REFERENCE CASE NO. 24 OF 2004

PARTIES: Ramashray Ram
(Dependent son-in-law of Late Bairagi Harijan)
Vs.
Management of Dhemomain Colliery, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.
For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 28.11.2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/459/1998-IR(C-II)** dated 28.04.2004 has been pleased to refer the following dispute between the employer, that is the Management of Dhemomain Colliery under Sodepur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Dhemomain Colliery of M/s. ECL in denying employment to Shri Ramashray, son-in-law of Shri Bairagi Harijan, ex-employee is legal and justified? If not, to what relief the

workman is entitled? ”

1. On receiving Order **No. L-22012/459/1998-IR(C-II)** dated 28.04.2004 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case was registered on 19.05.2004 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. The union of Koyala Mazdoor Congress filed written statement on 20.08.2004. Fact of the cases which unfolds from the written statement is that Bairagi Harijan was posted as Timber Mazdoor at Dhemomain Colliery under Eastern Coalfields Limited (hereinafter referred to as ECL). He was suffering from illness and the Area Medical Board declared him medically unfit for duty on 17.07.1992. The employer company terminated Bairagi Harijan from service w.e.f. 23.07.1992 as per provisions of Clause 9.4.0 of National Coal Wage Agreement – IV one dependent of the employee who lost his service on account of disablement is entitled to employment under the company provided the employee is within fifty-eight (58) years of age and he should have two years of service left. At the relevant time Bairagi Harijan had Ramashray Ram his dependent son-in-law and nominated him for employment. He also submitted his application and relevant documents for employment of his son-in-law. Management held screening of documents and forwarded the proposal for employment to ECL Headquarters through Area Office. The management verified the relationship between Ramashray Ram and Bairagi Harijan through Police from his native place and the same was confirmed. It is contended that in violation of provisions of National Coal Wage Agreement (hereinafter referred to as NCWA) management did not provide any employment to the dependent son-in-law. According to the union the act of the management is unjust and necessary direction should be given to the employer company to provide employment to Ramashray Ram without further delay.

3. After several opportunities management failed to file any written statement until 08.05.2023, for nineteen years. The specific case of the management as per their written statement is that Bairagi Harijan, an employee of ECL at Dhemomain Colliery was declared medically unfit by the Area Medical Board and his service was terminated by the management on 23.07.1992. The ex-employee nominated his son-in-law to provide employment in his place as per provisions of NCWA. As the relationship of alleged son-in-law and the ex-workman was not sufficiently established, the claim for employment was not considered by the management. According to the management the relationship between the alleged son-in-law and the workman was doubtful. Therefore, management was unable to provide employment. It is claimed that the decision of the management is proper and the nominated person is not entitled to any relief.

4. The only question for consideration is whether management of Dhemomain Colliery is justified in denying employment to Ramashray Ram, claiming to be son-in-law of Bairagi Harijan.

5. During pendency of the case Bairagi Harijan died on 14.11.2014. In the instant case Ramashray Ram has been examined as Workman Witness No. 1. He filed an affidavit-in-chief where from it appears that in September 2023, he was 49 years of age. The witness stated that he is the son-in-law of Bairagi Harijan. His father-in-law was examined by Medical Board constituted by the company and was declared medically unfit on 17.07.1992. The company terminated the service of Bairagi Harijan on 23.07.1992. The witness further deposed that his father-in-law submitted an application claiming employment for him as son-in-law and also submitted relevant documents. The employment proposal was processed and after proper screening at Colliery and Area Level it was forwarded to the ECL Headquarters. The management verified the relationship between Bairagi Harijan and Ramashray Ram, seeking verification through Police authority, who confirmed that Ramashray Ram is the son-in-law of Bairagi Harijan. The management thereafter did not provide employment to the dependent son-in-law. It is stated that he has no means of livelihood and requires employment. The witness further stated that he was wholly dependent on the earning of Bairagi Harijan, who died on 14.11.2014, leaving behind his daughter Smt. Bechni Debi and Ramashray Ram, the son-in-law. Witness further stated that he was residing in the house of his father-in-law during his lifetime and now at his native village with other family members. It is stated that Bairagi Harijan had no son and Bechni Devi is the only daughter who has been married to him during the lifetime of his father-in-law. In course of his examination-in-chief the workman witness produced the following documents in support of his case :

- (i) Photocopy of Order dated 20/23.07.1992 whereby Bairagi Harijan was declared medically unfit is produced as Exhibit W-1.
- (ii) Photocopy of the application submitted by Bairagi Harijan on 25.03.1993 for employment of Ramashray Ram, as Exhibit W-2.
- (iii) Photocopy of the letter dated 01.12.1993 which was issued by the Dy. CME/Agent, Dhemomain Colliery to Ramashray Ram for appearing before the Screening Committee, as Exhibit W-3.
- (iv) Photocopy of another letter whereby Ramashray Ram was asked to appear before the Screening Committee once again on 22.01.1994, as Exhibit W-4.
- (v) Photocopy of the Marriage Certificate of Ramashray Ram issued by the Marriage Officer, Asansol, as Exhibit W-5.
- (vi) Photocopy of Police Report dated 06.11.1995 issued by the Superintendent of Police, Azamgarh, as

Exhibit W-6.

- (vii) Photocopy of the Office Order dated 22.08.1996 whereby Ramashray Ram was asked to appear before the screening committee at Area Office on 24.08.1996, as Exhibit W-7.
- (viii) Photocopy of the Letter dated 08/11.09.1995 whereby the union representative was informed that the prayer of Ramashray Ram would be considered after receiving Police Verification Report, as Exhibit W-8.

6. In cross-examination the witness deposed that he got married to Bechni Debi on 23.05.1992 at Ramgarh (Azamgarh). It transpires from his cross-examination that his marriage was registered for the second time in the year 1996 and a copy of Marriage Certificate was produced as Exhibit W-9 as he was asked to produce Marriage Certificate for the second time. In cross-examination Ramashray Ram stated that he was married before his father-in-law was declared medically unfit. He further deposed that he continued to reside with his father-in-law at Dhemomain Colliery but he is not a Voter of Dhemomain. Witness denied the suggestion that he is not the son-in-law of Bairagi Harijan or he is not the dependent of Bairagi Harijan.

7. Management produced no evidence in this case.

8. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress argued that management admitted the fact that Bairagi Harijan was an employee of ECL until he was declared medically unfit and terminated from his service. It is also established from the evidence on record that an application was submitted by the ex-employee on 25.03.1993 for employment of Ramashray Ram, his son-in-law which has been marked as Exhibit W-2. The management on the basis of such application asked Ramashray Ram to appear before the Screening Committee on 04.12.1993 by issuing letter dated 01.12.1993 (Exhibit W-3). He was again directed to appear before the Screening Committee on 22.01.1994 (Exhibit W-4) and for the third time on 24.08.1996 by letter dated 22.08.1996 (Exhibit W-7). Mr. Kumar submitted that the management verified the relationship between the ex-employee and Ramashray Ram and the Superintendent of Police, Azamgarh, Uttar Pradesh by letter dated 06.11.1995 addressed to the Agent, Dhemomain Colliery (Exhibit W-6) informed that Ramashray Ram is the son-in-law of Bairagi Harijan, but management neither allowed the proposal for employment nor regret the claim. Mr. Kumar submitted that according to the provisions of NCWA the dependent son-in-law who has been nominated by the employee should be provided with employment.

9. Mr. P. K. Das, learned advocate for the management of ECL argued that Ramashray Ram in his affidavit-in-chief has stated that he married Bechni Debi, the daughter of Bairagi Harijan on 23.05.1992 but in the Certificate of Marriage (Exhibit W-5) it is stated that the marriage took place on 18th day of March, 1993. Learned advocate for the management argued that this Marriage Certificate has been prepared only for making a claim for employment after the ex-employee was terminated from his service on 23.07.1992. It is further argued that the union has failed to prove that Ramashray Ram is the dependent son-in-law of the ex-employee, Bairagi Harijan. Referring to Exhibit W-6, Mr. Das submitted that the Police at Azamgarh after holding enquiry submitted a report to the Agent of Dhemomain Colliery dated 06.11.1995 only informing that there was no adverse report against Ramashray Ram, son of Sabhuti Ram, Vill- Rampur Katharawa, PO- Devgaon, Dist- Azamgarh and the report does not establish the relationship between Bairagi Harijan and Ramashray Ram as father-in-law and son-in-law. It is strenuously argued that the alleged son-in-law could not establish his relationship with the ex-employee. The management is not in a position to provide employment to Ramashray Ram and urged that the Industrial Dispute is liable to be dismissed.

10. I have carefully considered the pleadings of the parties, evidence adduced by the workman witness, documents produced and the argument advanced on behalf of the management and union in support of their respective cases. The material on record and the admitted position of this case makes it abundantly clear that Bairagi Harijan, the ex-employee of ECL was posted at Dhemomain Colliery and terminated from his service on 23.07.1992 on the ground of his being declared medically unfit. It is also admitted that as per the provisions of Clause 9.4.0 of NCWA-V a dependent of the employee who is declared medically unfit, is entitled to employment under the employer company provided that the concerned employee was below fifty-eight years of age. In the instant case no dispute has been raised by the management that the ex-employee was above the age of fifty-eight (58) years or that the dependent of such employee is not entitled to any employment. In the present case the concerned workman submitted an application on 25.03.1993 addressed to the Welfare Officer of Dhemomain Colliery for employment of one Ramashray Ram, describing him as his son-in-law (Exhibit W-2). Clause 9.4.0 (iii) of NCWA-V provides that for the purpose of being considered as dependent, wife / husband as the case may be, unmarried daughter, son and legally adopted son may be considered for employment but if no such direct dependant is available for employment younger brother, widowed daughter / widowed daughter-in-law or son-in-law residing with the employee and almost wholly dependent on the earning of the employees may be considered for employment. From the evidence on record, it appears that Ramashray Ram was directed to appear before the Screening Committee on three occasions by issuing letters which have been marked as Exhibit W-3, W-4 and W-7. Management called for Police report from Azamgarh, Uttar Pradesh to find out if there was any relationship between Bairagi Harijan and Ramashray Ram. A letter dated 06.11.1995 was issued by the Superintendent of Police, Azamgarh which is absolutely silent about the relationship between Ramashray Ram and Bairagi Harijan. It is only mentioned that there was no adverse report regarding

character and antecedents of Ramashray Ram. At the time of hearing this case Bairagi Harijan had expired. Ramashray Ram did not examine Bechni Debi, the daughter of Late Bairagi Harijan to support his case. In his cross-examination the workman witness deposed that he got married to Bechni Debi, the daughter of Bairagi Harijan on 23.05.1992 and he produced the Marriage Certificate dated 16.01.1996/20.02.1996 only because he was asked to submit Marriage Certificate. On a perusal of Marriage Certificate (Exhibit W-5), I find that the marriage under the Special Marriage Act, 1954 took place and was registered on 18.03.1993, which was much after the termination of service of Bairagi Harijan on 23.07.1992. If the subsequent marriage registration under the Hindu Marriage Act, 1955 dated 20.02.1996 is considered, it would appear that the alleged Hindu Marriage took place on 23.05.1992 (Exhibit W-9), that is only two months before the date of termination. The date of marriage in the two documents apparently contradict each other, raising doubt. The daughter of Bairagi Harijan was not examined as a witness to set this issue at rest and establish their relationship. Therefore, it can safely be held that there was no marriage prior to declaring Bairagi Harijan medically unfit. There is no evidence on record to establish that a relationship of son-in-law and father-in-law subsisted between Ramashray Ram and Bairagi Harijan. Accordingly, the management of ECL has committed no illegality in not processing the claim for employment of Ramashray Ram as a dependent of Bairagi Harijan. I find no merit in the case and the same is dismissed on contest.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against the union. The action of the management of Dhemomain Colliery under Sodepur Area of Eastern Coalfields Limited in not providing employment to Ramashray Ram as dependent son-in-law of Bairagi Harijan calls for no interference. Let an award be drawn up in light of my above findings. Let copies of the Award in duplicate be sent to the Ministry of Labour, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण - सह - श्रम न्यायालय, आसनसोल केपंचाट(संदर्भ संख्या -02/2023) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/01/2026 को प्राप्त हुआ था।

[सं. एल-22012/104/2022-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./02/2023**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen, received by the Central Government on 16/01/2026.

[No. L-22012/104/2022- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

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

REFERENCE CASE NO. 02 OF 2023

PARTIES: Manoj Kumar Nunia
Vs

Management of Mouthdih Unit, Sodepur (R) Colliery, Sodepur Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 24/11/2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/104/2022-IR(CM-II)** dated 19/12/2022 has been pleased to refer the following dispute between the employer, that is the Management of Mouthdih Unit, Sodepur (R) Colliery, Sodepur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of M/s. Eastern Coalfields Ltd. in relation to its Mouthdih Unit, Sodepur (R) Colliery under Sodepur Area in dismissing the service of Shri Manoj Kumar Nunia, UG Loader, U.M. No. 102596 vide their letter No. PD/C-6/17/36/155/001876 dated 05-14/10/2017 is fair, legal and justified? If not, to what relief the concerned workman is entitled to?”

1. On receiving Order **No. L-22012/104/2022-IR(CM-II)** dated **19/12/2022** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 02 of 2023** was registered on 05/01/2023 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. General Secretary, Koyala Mazdoor Congress filed written statement for Manoj Kumar Nunia, ex-employee of ECL on 02/05/2023. In nutshell, facts of the case as disclosed in the written statement is that Manoj Kumar Nunia was a permanent employee of ECL and was posted as an Underground Loader at Mouthdih Unit, Sodepur (R) Colliery, ECL. Workman was absent from duty due to his serious illness which was beyond his control and he was unable to perform the duty from 28/11/2015 to 20/04/2016 i.e. a period for less than five months. During his absence from duty, he underwent medical treatment. When Manoj Kumar Nunia reported for duty, management of the colliery issued charge sheet against him bearing No. SC/C-6/F-07/2016/0870 dated 21/25.04.2016. Management thereafter held departmental enquiry against the workman and finally issued an order of dismissal bearing No. PD/C-6/17/36/155/001876 dated 05/14.10.2017, dismissing the workman from service. Dismissed workman thereafter submitted mercy appeal and prayed for allowing him to join duty. According to the union, absence of Manoj Kumar Nunia from duty was beyond his control and he was not given ample opportunity to defend himself. Enquiry Officer did not consider medical certificates submitted by the workman during enquiry proceeding. Furthermore, charged employee was not allowed to avail assistance of co-workers during enquiry. Signature of the workman was obtained on documents and on conclusion of enquiry, workman was found guilty of misconduct. Taking advantage of illiteracy of the workman and without considering the treatment papers, Enquiry Officer held the enquiry in violation of the principle of Natural Justice. It is prayed that workman may be reinstated in service and back wages paid to him for the period of his unintentional absence from duty and the period of his termination.

3. Management of ECL contested the reference by filing written statement on 21/03/2023 where it is disclosed that Manoj Kumar Nunia was absent from duty from 28/11/2015 to 20/04/2016 for which charge sheet was issued against him on 21/04/2016 under clauses 26.29, 26.23, 26.05 and 26.22 i.e. for unauthorized absence from duty beyond ten days, habitual absence from duty without sufficient cause, willful neglect of work and sabotage or causing willful damage to work in progress or to property of the company respectively. Mr. Ravi Bara, Asst. Manager (Per) was appointed as the Enquiry Officer for holding enquiry in respect of the charges levelled against Manoj Kumar Nunia. Enquiry Officer provided opportunity to the workman to defend his case, holding enquiry on 05/05/2017, 09/05/2017 and 16/05/2017. Workman participated in the enquiry and defended himself. Enquiry Officer observed the principle of Natural Justice during holding the enquiry. From office record, it would appear that on previous three years, attendance of the workman was poor. In the year 2013, the workman attended duty for only twelve days, in the year 2014 his attendance was NIL and in the year 2016 until issuance of charge sheet he attended duty for six days only. After completion of the enquiry proceeding, report was submitted to the Disciplinary Authority. The Disciplinary Authority issued a second show cause Notice bearing No. PD/C-6/17/Absenteeism/3/788 dated 09/06/2017 which was sent to the concerned workman through registered post. Workman did not reply to the second show cause Notice and he was finally dismissed from service by the Disciplinary Authority. Management contended that the quantum of punishment passed against the workman is proportionate to the nature of misconduct and he is not entitled to any relief.

4. Short point for consideration is whether action taken by the management against Manoj Kumar Nunia in dismissing him from service of the company is legal and justified? If not, what relief the workman is entitled to?

5. Both parties adduced evidence in this case. Manoj Kumar Nunia filed an affidavit-in-chief where he reiterated his case disclosed in the written statement. Objection raised by the workman is that he was absent due to his illness which was beyond his control and enquiry was held without providing him opportunity to defend his case as medical certificates were ignored by the Enquiry Officer. He further stated that he had also submitted death certificate of his sister which was one of the reasons for his absence from duty. Manoj Kumar Nunia examined himself as Workman Witness-I and he produced the following documents:

- (i) copy of charge sheet issued to the workman due to his absence is marked as Exhibit W-1.
- (ii) copy of enquiry proceeding in five pages is collectively marked as Exhibit W-2.
- (iii) copy of application dated 09/12/2019 whereby the workman along with his family members had prayed for allowing him to join duty is marked as Exhibit W-3.
- (iv) copy of another application submitted by the workman along with his family members requesting the management to allow him to join duty is marked as Exhibit W-4.
- (v) copy of application dated 04/04/2022 for allowing the workman to join duty is marked as Exhibit W-5.

During cross-examination workman witness admitted that he received second show cause Notice at his home address before his dismissal from service. Workman further admitted that in the year 2015 he attended duty for only six days, in the year 2014 he was absent throughout the year and in the year 2013 he attended duty for twelve days only. Witness deposed that he informed that Enquiry Officer that due to illness of his sister he was unable to attend duty. It transpires from the testimony of workman witness that he did not submit application informing the management about his illness nor did he take any prior permission for his absence from duty.

6. Mr. Sumanta Bhattacharya is examined as Management Witness-I. He filed an affidavit-in-chief reaffirming the statements made in written statement of the management. Witness further stated that since misconduct of the workman was serious and grave in nature, management decided to dismiss the workman from service. Management issued a second show cause Notice to the workman but he failed to submit reply against findings of the Enquiry Officer. Witness further averred that management is justified in dismissing the workman from service and he is not entitled to any relief of reinstatement or back wages. In course of examination, witness produced the following documents:

- (i) Copy of charge sheet dated 21/04/2016 by which charges under clause 26.29 for absents from duties beyond ten days without sanction leave, under clause 26.5 for willful neglect of work, under clause 26.22 for sabotage or causing willful damage to work in progress or to property of the company and under clause 26.23 for habitual late attendance or habitual absence from duty without sufficient cause were levelled against him is marked as Exhibit M-1.
- (ii) Copy of office order dated 20/21.05.2016 by which Ravi Bara, Asst. Manager (P) was appointed as the Enquiry Officer is marked as Exhibit M-2.
- (iii) Copy of application submitted by Manoj Kumar Nunia seeking time for attending the enquiry proceeding is marked as Exhibit M-3.
- (iv) Copy of enquiry proceeding in four pages is collectively marked as Exhibit M-4.
- (v) Copy of enquiry report dated 01/06/2017 is marked as Exhibit M-5.
- (vi) Copy of second show cause Notice is marked as Exhibit M-6.
- (vii) Copy of order of dismissal dated 05/14.10.2017 issued by the General Manager, Sodepur Area, whereby he was dismissed from service for his misconduct is marked as Exhibit M-7.
- (viii) Copy of Note sheet dated 02/03.06.2017 proposing termination of service of the workman in two pages is collectively marked as Exhibit M-8.

In cross-examination Management witness deposed that the Enquiry Officer extended opportunity to the charged workman for engaging co-workers to assist him in the enquiry. He stated that after dismissal from service, workman submitted three mercy petitions praying for his reinstatement in his service. Dismissed workman was not informed about finality of mercy petitions submitted by him. He also denied suggestion that punishment of dismissal from service of the workman was disproportionate to the nature of misconduct.

7. Mr. Rakesh Kumar, union representative, arguing the case on behalf of the dismissed workman submitted that the alleged unauthorized absence of the workman was for a period of four months and twenty two days only. The Workman participated in the enquiry proceeding and produced documents in support of his illness but the

management without providing proper opportunity to represent his case dismissed the workman from service. Union representative argued that nature of punishment is also disproportionate to the nature of misconduct mentioned in the charge sheet, which is absence for less than five months. Union representative accordingly prayed for setting aside the order of dismissal passed against Manoj Kumar Nunia and for his reinstatement in service along with back wages.

8. Mr. P. K. Das, learned advocate in reply argued that the workman had burdened the management by his habitual absence from duty and his attendance in the previous three years was poor. Workman was given several opportunities but he did not amend his conduct and continued to remain absent without any information and seeking prior permission from the management. He submitted that contradictory reasons were cited by the workman for his unauthorized absence from duty. After receiving charge sheet, he submitted an application dated 21/03/2017 addressed to the Asst. Manager (P) seeking time for enquiry on the ground that due to physical problem he could not attend enquiry on 23/08/2016. During his participation in the enquiry, no document was submitted to prove that he was suffering from illness. Ld. Advocate strenuously argued that workman willfully neglected his duty in a habitual manner and the management found him guilty of charge under clauses 26.23 and 26.29 of the Certified Standing Order. All possible measures were taken and the principle of Natural Justice was followed at the time of enquiry. The Disciplinary Authority issued a second show cause Notice to the workman dated 09/14.06.2017 (Exhibit M-6) seeking his explanation or reply within fifteen days. Workman initially denied that he received second show cause Notice but, in the cross-examination admitted that he received second show cause Notice. No reply was submitted by the workman to deny the findings against him. Management did not find extenuating circumstances in the conduct of the workman to take a liberal view or impose a lighter punishment. It is argued that decision taken by the management is appropriate and the workman is not entitled to any relief.

9. I have considered the argument advanced on behalf of the workman and the management in light of the Industrial Dispute raised, attending facts and circumstances of the case derived from pleading and evidence on record. Workman was admittedly absent from 28/11/2015 to 20/04/2016. He did not inform the management that he was unable to attend duty for any plausible reason nor did he take prior permission from the employer company. Management therefore was in dark about attendance of the workman. After a passage of more than four months of absence, a charge sheet was issued to him disclosing the charges of unauthorized absence from duty beyond ten days, habitual absence from duty without sufficient cause, willful neglect of work and sabotage or causing willful damage to work in progress or to property of the company. Workman did not care to submit reply to the charge sheet. He turned up on 21/03/2017 and sought for time to attend the enquiry. Enquiry Officer extended reasonable opportunity to the charged workman to participate in the proceeding and defend himself against the arraignment. Statement of Manoj Kumar Nunia was recorded after the management witnesses were examined in support of the charge. During enquiry, workman stated that he absented from duty due to his sister's illness who was admitted in Mission Hospital, Durgapur, with some incurable disease and she died on 25/05/2016. He went further stating before the Enquiry officer that he was mentally disturbed for problems in his family. In cross-examination, charged employee was asked whether he informed the Unit Management about his absence or illness to which he replied in the negative. He was categorically questioned if he can show prescription made by the Doctor to which the workman also answered in the negative. From the materials in enquiry proceeding, it appears that the workman never claimed to be suffering from illness nor did he produce medical documents before the Enquiry officer. I find from the record that the Enquiry Officer in course of the enquiry proceeding observed the principle of Natural Justice and arrived at a finding on the basis of statements made before him. Claim by the workman in written statement that he was suffering from illness and produced medical documents are outcome of afterthought. Cross-examination of WW-I reveals that his past attendance was extremely poor. Therefore, the findings of the Enquiry Officer against the workman appears consistent with the fact and circumstances which have been established against the workman through evidence. Enquiry Officer in his finding dated 01/06/2017 (Exhibit M-5) observed that Manoj Kumar Nunia failed to produce medical prescription or cash memo of purchase of medicines during the period of his absence. The Enquiry Officer concluded that charge levelled under clauses 26.23 and 26.29 of Certified Standing Order stood proved beyond doubt. General Manager, Sodepur Area in a fair manner provided second opportunity to the workman for his explanation regarding finding made against him. Second show cause Notice dated 09/14.06.2017 has been produced as Exhibit M-6. Workman in a nonchalant manner during his examination denied receiving second show cause Notice for gaining some sympathy in his favour. However, contrary to his earlier statement admitted in the cross-examination that second show cause Notice was served upon him but the workman did not reply to the same. Therefore, the Disciplinary Authority after considering all materials and previous attendance of the workman dismissed him from service. Order of dismissal was communicated to Manoj Kumar Nunia under registered post with AD (Exhibit M-7). It is true that dismissed workman thereafter made attempts to regain his employment by submitting mercy petitions on 09/12/2019, 04/03/2020 and 04/04/2022 (Exhibits W-3, W-4 and W-5 respectively). Even this approach of the workman lacked promptitude as he came up with mercy petitions after two years from his dismissal on 14/10/2017. In my considered view, charge has been well established against the workman through a proper enquiry. There is no mitigating circumstance in favour of the workman for his reinstatement in service by casting aside his continuous misconduct of unauthorized and habitual absence. Punishment awarded against the workman arising out of domestic enquiry appears to be just, proportionate and legally tenable. The dismissed workman is not entitled to any relief in this case and the same is dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against the workman. The dismissed workman is not entitled to any relief of reinstatement in service or back wages. Management of ECL is directed to make payment of any legal dues to the workman on account of his past service. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट(संदर्भ संख्या -11/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16/01/2026 को प्राप्त हुआ था।

[सं. एल-22012/102/2013-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference./11/2013**) of the **Central Government Industrial Tribunal-cum-Labour Court, Asansol** as shown in the Annexure, in the industrial dispute between the Management of **ECL** and their workmen, received by the Central Government on 16/01/2026.

[No. L-22012/102/2013- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

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

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

REFERENCE CASE NO. 11 OF 2013

PARTIES: Chhatrapati Majhi

Vs

Management of Ghusick Colliery, Kalipahari (R) under Sripur Area, ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress

For the Management of ECL: Mr. P. K. Das, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 27/11/2025

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order **No. L-22012/102/2013-IR(CM-II)** dated 21/08/2013 has been pleased to refer the following dispute between the employer, that is the Management of Ghusick Colliery, Kalipahari (R) under Sripur Area of Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Ghusick Colliery Kalipahari (R) under Sripur Area to dismiss

from service to Sri Chhatrapati Majhi of Ghusick Colliery under Kalipahari (R) is fair, justified and proportionate punishment for absence from duty? If not so, what relief management can provide to him?"

1. On receiving Order **No. L-22012/102/2013-IR(CM-II)** dated **21/08/2013** from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 11 of 2013** was registered on 14/02/2014 and an order was passed for issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress filed written statement for the dismissed workman on 05/08/2014. In brief, fact of the case disclosed in the written statement of the union is that Chhatrapati Majhi was a permanent employee of ECL and was posted at Ghusick Colliery unit of Kalipahari (R) colliery under Sripur Area of ECL. He joined service on 26/10/1981 having U. Man No. 120909. Due to his illness, Chhatrapati Majhi could not attend his duty under ECL. After recovery from illness, he reported for joining duty but was neither allowed to join his duty nor did the management issue any order of dismissal against him. Workman waited for a long period and thereafter requested the union to take steps for his joining duty. Workman submitted a mercy petition before the management which was not considered. Thereafter, he raised an Industrial Dispute which ended in failure and the Ministry of Labour, Government of India referred the scheduled dispute before this Tribunal for adjudication. According to the workman, management should have issued charge sheet and should have conducted an enquiry as per the Certified Standing Order of the company. After holding enquiry, a decision could have been taken either to allow him to join duty or to punish him but the management without complying the essential prerequisites did not allow the workman to join his duty. According to the union, Chhatrapati Majhi has no employment and is unable to maintain his family. Union claimed that there is no fault on the part of Chhatrapati Majhi and he was forced to seat idle for the entire period. Union prayed for reinstatement of the workman in service along with full back wages and other consequential benefits.

3. Management of Kalipahari Group of Mines, Sripur Area, ECL filed their written statement on 16/10/2023 wherein it is stated that the instant dispute has been raised by the union over dismissal of Chhatrapati Majhi. According to the management, the ex-workman was charge sheeted for his unauthorized absence from duty but the workman failed to submit satisfactory reply to the charge sheet due to which a domestic enquiry was conducted by the Enquiry officer. Workman duly participated in the enquiry proceeding and he was given full opportunity to defend his case according to the principle of Natural Justice. The Enquiry Officer found Chhatrapati Majhi guilty of charge and submitted his enquiry report, enquiry proceeding and other relevant documents. Workman was dismissed from service on being found guilty of misconduct for unauthorized absence from duty. Management denied that enquiry proceeding was vitiated due to irregularities or that the punishment awarded to Chhatrapati Majhi was disproportionate. Management denied that the workman was unable to attend duty due to his illness. It is urged that fairness of enquiry is required to be decided as a preliminary issue and if the Tribunal found that the enquiry proceeding was unfair for any reason, management may be granted opportunity to prove the charge established against the workman by adducing further evidence. It is claimed that the action of the management in dismissing the workman is fully justified and he is not entitled to any relief.

4. Short point for consideration in this reference is whether dismissal of Chhatrapati Majhi from service is fair and justified and if punishment awarded is proportionate to the misconduct of absence from duty? If not, what relief the dismissed workman is entitled to?

5. After extending several opportunities management did not file any written statement and the case was fixed for evidence of workman witness on 26/09/2016. No evidence was adduced by the workman. On prayer of ECL, a belated written statement was filed after service of copy upon the union representative. Union did not adduce any evidence in favour of the workman witness. Finally, one Mr. Apurba Biswas was examined as Management Witness-I. In his affidavit-in-chief management witness, who was posted as Manager (P) at Kalipahari (R) Colliery, ECL stated that Chhatrapati Majhi was absent from duty from 11/07/1983 and was charge sheeted on 09/11/1983 under section 29(16) of Certified Standing Order of the company. Workman submitted reply to the charge sheet which was found unsatisfactory and a domestic enquiry was held in respect of the charge levelled against the workman. Enquiry Officer issued Notice of Enquiry and after holding enquiry submitted his report. Workman did not participate in the enquiry proceeding to defend his case and the charge of misconduct was established against the workman. The Disciplinary Authority after careful consideration of the charge sheet, enquiry proceeding, enquiry report and all other connected papers issued order of dismissal of Chhatrapati Majhi from service vide letter dated 04/08.06.1984. According to the management, punishment was proportionate to the gravity of misconduct committed by the workman. Witness denied that the workman was prevented from his duty due to his illness. It is claimed that no intimation was given by the workman to the management for such unauthorized absence. Copies of enquiry proceeding and finding have been admitted in evidence. Following documents have been produced by the Management Witness-I:

- (i) Copy of charge sheet dated 09/11/1983 issued against Chhatrapati Majhi is marked as Exhibit M-1.
- (ii) Copy of reply submitted by the workman against the charge sheet, which appears as an explanatory note on the charge sheet is marked as Exhibit M-1/1.

- (iii) Copy of letter of appointment of the Enquiry Officer dated 02/03/1984 is marked as Exhibit M-2.
- (iv) Copy of Notice of Enquiry dated 04/03/1984 which was issued by the Enquiry Officer and sent to Chhatrapati Majhi under registered post is marked as Exhibit M-3.
- (v) Xerox copy of postal envelope in which the Notice of Enquiry dated 04/03/1984 was sent to Chhatrapati Majhi at his address at Vill- Bhatta Para (Ningah) is marked as Exhibit M-4.
- (vi) Copy of enquiry proceeding is collectively marked as Exhibit M-5 and copy of finding of the enquiry is marked as Exhibit M-5/1.
- (vii) Copy of letter dated 04/08.06.1984 issued by the General Manager addressed to Chhatrapati Majhi informing him that he has been dismissed from service with immediate effect is marked as Exhibit M-6.
- (viii) Copy of letter issued by the management in respect of an application under RTI informing that Chhatrapati Majhi's representation for reinstatement was not found fit for consideration since his age was not below forty five years, is marked as Exhibit M-7.

In cross-examination, Management Witness deposed that Notice issued to the workman for enquiry was served upon him but he could not produce any document in support of such service. Management Witness denied that the workman was less than forty five years at the time of his dismissal or that the punishment imposed was disproportionate to the nature of charge established against him.

6. Mr. Rakesh Kumar, union representative arguing the case on behalf of the dismissed workman submitted that the workman was suffering from illness due to which he was unable to attend duty. After recovery from illness when he reported for duty, he was not permitted to join and without issuing charge sheet and holding enquiry, workman has been held guilty of the charge of unauthorized absence and was dismissed from service. Mr. Kumar argued that due to absence from duty for three months and few days, the Disciplinary Authority has imposed a very harsh punishment, disproportionate to the alleged misconduct. He further argued that no second show cause Notice was issued to the workman and he was not given opportunity to get himself explained about the finding of the Enquiry Officer. Therefore, it is urged that order of dismissal issued against the workman is not sustainable and the order which is arbitrary and bad in law is liable to be set aside. It is asserted that the management should have considered the mercy petition submitted by the workman for his reinstatement in service and also pay the back wages to him for the period he was forced to remain idle.

7. Mr. P. K. Das, learned advocate for the management of ECL refuting the argument advanced by the union representative submitted that in the instant case, workman who was appointed in service on 26/10/1981 as Trainee at Ghusick Colliery remained absent from service from 11/07/1983 without any intimation or authorization for the leave. Workman was issued charge sheet on 09/11/1983 levelling charge under section 29(16) of Certified Standing Order applicable to the company for his unauthorized absence causing dislocation of company's work and inconvenience to fellow workmen. It is argued that charge sheet was served upon the workman and he submitted explanation on 12/12/1983 denying that he was absent from 11/07/1983 and admitted that he was rather absent from 03/09/1983 due to jaundice and he was under medical treatment from 04/10/1983 to 11/12/1983. Ld. Advocate argued that unauthorized absence of the workman from service during trainee period speaks volumes against his misconduct and the management decided to hold a domestic enquiry against him for his unauthorized absence. A copy of charge sheet produced by the management is marked as Exhibit M-1 and reply to the charge sheet by Chhatrapati Majhi is marked as Exhibit M-1/1. Referring to Exhibit M-2, a letter dated 29.02.1984/02.03.1984 issued by the Manager, Ghusick Colliery, submitted that Mr. Samir Kr. Banerjee was the Enquiry Officer to hold enquiry in respect of charge against Chhatrapati Majhi. Notice of enquiry (Exhibit M-3) was issued and sent to the workman at his address under registered post. Copy of postal envelope is produced as Exhibit M-4. Ld. Advocate for the management further argued that Notice of Enquiry was transmitted to the workman under registered post and a copy of Notice was displayed on the Notice Board of the office fixing 29/03/1984 as the date of enquiry. Since the workman did not participate, Enquiry Officer held ex-parte enquiry and examined management witnesses namely Mr. S. N. Laha, Timekeeper, New Ghusick Unit, Mr. Zanruj Khan, W.O.'s Clerk, New Ghusick Unit and Mr. B. K. Mojumder, Compounder, New Ghusick Medical Unit. Though charged workman in his reply stated that he was absent from 03/09/1983 and not from 11/07/1983, all management witnesses consistently stated before the Enquiry Officer that the workman (Chhatrapati Majhi) was absent from duty from 11/07/1983 till date and he did not send information to the management that he was suffering from illness since 11/07/1983. Ld. Advocate for the management took me through the finding of the Enquiry Officer where the charged workman was found guilty of charge for unauthorized absence. Admittedly, no second show cause Notice was issued to the workman. At the relevant time there was no binding decision upon the management as was later laid down by Hon'ble Supreme Court in a case of **Md. Ramzan Khan Vs. Government of India** in 1993 that Second show cause Notice was mandatory. Ld. Advocate argued that ample opportunity was granted to the charged employee to defend his case and the principle of Natural Justice was duly followed by the Enquiry Officer. Charged employee being fully aware of issuance of charge sheet on 12/12/1983 did not bother to find out the consequence and preferred not to participate in the enquiry only to raise dispute at a later stage. It is argued that the Disciplinary Authority after considering all relevant materials, charge sheet, enquiry proceeding,

report and evidence recorded by the Enquiry Officer, passed an order dismissing the workman from service with immediate effect i.e. 08/06/1984. Order of dismissal has been produced as Exhibit M-6. Ld. Advocate argued that punishment of dismissal is proportionate to the misconduct and the order of dismissal calls for no interference.

8. I have considered the rival arguments advanced on behalf of the union and Ld. Advocate for the management in the light of materials on record including pleading of parties, evidence and documents produced by the management as Exhibits. From evidence on record, it is well established that the aggrieved workman was appointed in service of the company on 26/10/1981 and it is admitted that without prior intimation or authorization of the management, he started absenting from duty. In the charge sheet, it is alleged that the workman absented from duty from 11/07/1983 whereas workman in his reply has stated that he was not absent from 11/07/1983 but failed to attend duty from 03/09/1983 duty due to jaundice and was under medical treatment from 04/10/1983 to 11/12/1983. Workman received charge sheet by putting signature on 12/12/1983 (Exhibit M-1) and he was fully aware of the charge of unauthorized absence levelled against him. Management of ECL not being satisfied with the explanation submitted by the workman against the charge decided to hold enquiry and appointed Enquiry Officer by letter dated 02/03/1984 (Exhibit M-2). Enquiry Officer issued Notice of Enquiry on 04/03/1984 addressed to Chhatrapati Majhi fixing 29/03/1984 as date for enquiry and he was asked to appear at the office of the Welfare Officer at 10.30 a.m. along with a co-workman for assisting him. Notice of Enquiry was sent to Chhatrapati Majhi under registered post which was returned unserved with an endorsement "not known". Enquiry Officer held ex-parte enquiry against Chhatrapati Majhi. Enquiry proceeding discloses that Notice under registered post was sent to the workman and the Notice was also displayed on the Notice Board before initiating enquiry proceeding. Three Management Representatives were examined who consistently stated that the workman was absent from 11/07/1983 till the date of enquiry on 29/03/1984, which continued thereafter. On a perusal of the enquiry proceeding (Exhibit M-5) and finding of the Enquiry Officer dated 31/03/1984 (Exhibit M-5/1) it appears to me that though enquiry was held only on one date, enquiry proceeding was held after giving sufficient opportunity to the charged workman who neither appeared nor sought for accommodation or adjournment of the proceeding to some other date. Mr. Rakesh Kumar, union representative submitted that the workman was unable to attend duty due to his illness but no document has been produced by the union in support of the cause of absence of the workman. It also appears from the enquiry proceeding during reference that the charged employee was not examined by the union to face cross-examination by the management. Therefore, contention of the workman that no opportunity was given to him before his dismissal is unacceptable. It is to be borne in mind that if a workman who joined service in October, 1981 resorts to unauthorized absence within a period of two years from the date of his employment in public sector would be a serious misconduct.

9. Even if for argument sake it is accepted that the workman was actually suffering from illness which prevented him from duty, workman is still duty bound to inform the management of the company about the reasons for which he was unable to attend duty. By not informing the management about the reasons for his absence gives rise to a presumption that the workman has abandoned his work under the company and he is not entitled to any benefit. Hon'ble High Court of Punjab and Haryana in the case of **Nav Bharat Industries Vs. Presiding Officer and another [2018 LLR 439]**, held that if a workman remained absent unauthorizedly for a long time, even due to his illness without informing the management about it, termination of his service by invoking conditions as stipulated in the Certified Standing Orders, is not illegal. It was further held that when the workman does not inform the management about his illness, remaining absent for a long time, presumption drawn by the management that the workman has abandoned his job of his own is justified. From the settled position of law, it would emerge that unauthorized absence compounded with non-communication of the reason of absence to the management are unacceptable and workman cannot derive any benefit of doubt. An illness cannot be ground for unauthorized absence and the workman would not be entitled to benefits. Workman in the instant case was dismissed from service in June, 1984 and he raised Industrial Dispute before Government of India, Ministry of Labour only in the year 2013 i.e. after a lapse of twenty nine years. Prior to that, workman had filed application before the management for reinstatement on 04/11/2009 and the application was not found fit for consideration as Chhatrapati Majhi was not less than forty five years of age which was a basic requirement for re-employment in terms of Memorandum of Settlement dated 22/05/2007. In a case of **Prabhakar Vs. Joint Director, Sericulture Department and Another [(2015) 15 SCC 1]** it was laid down by the Hon'ble Court in Paragraph fourteen that *"to summarize, although there is no limitation prescribed under the Act for making reference under Section 10 (1) of the Industrial Disputes Act, yet it is for the "appropriate government" to consider whether it is expedient or not to make the reference. The words "at any time" used in section 10(1) do not admit of any limitation in making an order of reference and laws of limitation are not applicable to proceedings under the Industrial Disputes Act. However, the policy of industrial adjudication is that very stale claim should not be generally encouraged or allowed in as much as unless there is satisfactory explanation for delay as, apart from obvious risk of industrial peace from the entertainment of claims after long lapse of time, it is necessary also to take into account the unsettling effect which it is likely to have on the employers financial arrangement and to avoid dislocation of an industry."* From the aforesaid decision it is pertinent to decide whether the Industrial Dispute raised by the union/workman is within a reasonable time from the cause of action or the same has been initiated after a very long period without explanation of delay. In the instant case, workman is absolutely oblivious about his disengagement since issuance of order of dismissal in June, 1984. After passage of more than twenty five years, workman sought for reinstatement in service and raised an Industrial Dispute after a period of

twenty nine years. There is no explanation as to why such inordinate delay occurred. Considering facts and circumstances of the case I hold that the Industrial Dispute raised by the workman has no merit in seeking relief. There is no cogent ground to explain long delay caused by the union in raising dispute. Therefore, I find no reason to interfere with the order of dismissal of the workman.

Hence,

ORDERED

that the Industrial Dispute is dismissed on contest against Chhatrapati Majhi who is represented by Koyala Mazdoor Congress. Dismissed workman is not entitled to any relief in this case. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 जनवरी, 2026

का.आ. 116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.ई.सी.एल.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, जबलपुर के पंचाट(एलसी/आर-70/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/01/2026 को प्राप्त हुआ था।

[सं. एल-22013/01/2026-आई.आर.(सीएम-II)]

सलोनी, उप निदेशक/लिंक अधिकारी

New Delhi, the 27th January, 2026

S.O. 116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (**Reference.LC/R/70/2019**) of the **Central Government Industrial Tribunal-cum-Labour Court, Jabalpur** as shown in the Annexure, in the industrial dispute between the Management of **S.E.C.L.**, and their workmen, received by the Central Government on **27/01/2026**.

[No. L-22013/01/2026- IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR (M.P.)

NO. CGIT/LC/ R/70/2019

Present: P.K.Srivastava

H.J.S. (Retd.)

1. The Secretary,

Koyla Udyog Kamgar Sangthan,

B/337, NCH Colony, S.E.C.L., Gevra Project,

District Korea (Chhattisgarh) 495 452

Workman

Vs

1. Chairman-cum-Managing Director,

S.E.C.L., Sipat Road,
Bilaspur (CG)

2. Director (Office), S.E.C.L.,
Sipat Road,
Bilaspur (CG)

Management

(JUDGMENT)

(Passed on this 5th day of December, 2025)

As per letter dated 25/10/2019 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification No. J-1(3-2)/2019-IR dt. 25/10/2019. The dispute under reference relates to:-

“एसईसीएल, प्रबंधन द्वारा डेलीगेशन ऑफ पावर (Delegation of Power) के द्वारा स्थाई आदेशों में किए गए संशोधन संविधान के अनुच्छेद 311 (1) के अंतर्गत विधिक रूप से उचित है या नहीं? यदि नहीं, तो एसईसीएल प्रबंधन के क्षेत्रीय महाप्रबंधकों, उपक्षेत्रीय प्रबंधकों तथा खदान प्रबंधकों के द्वारा उन संशोधित स्थाई आदेशों से प्राप्त शक्तियों का प्रयोग करते हुए की गई अनुशासनात्मक कार्यवाहियाँ विधिक रूप से उचित है या नहीं एवं एसईसीएल प्रबंधन द्वारा उन संशोधनों पर तत्काल प्रभाव से प्रतिबंध न लगाना उचित है अथवा नहीं? यदि नहीं तो संबंधित सभी कर्मकार जिनको संशोधित स्थाई आदेशों से प्राप्त शक्तियों का प्रयोग करते हुए सेवा से बर्खास्त किया गया है, वह क्या अनुतोष पाने के हकदार है?”

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

It is the case of the workers Union that it is registered union under the *Trade Union Act*, having registration No. NGP/4672, issued by Competent Authority and is authorized to raise disputes on behalf of its members. The applicant is Secretary of the said Union, authorized by the Union on this behalf. According to the Union, the management of S.E.C.L. has notified its Certified Standing Orders, made under the provisions of the *Industrial Employment (Standing Orders) Act, 1946*, which is applicable to the management and employees of the company, no amendment can be made in these Certified Standing Orders without permission of Competent Authority and if there is any proposal for amendment, it requires to be approved by the Central Government, who is the Competent Authority but the management of S.E.C.L. has made amendments neither without such approval nor by getting approved by the Competent Authority which is illegal and arbitrary. Further, rules specifically provide that the appropriate government, by notification in official Gazette, may direct that any power exercised by it under rules there under shall in relation to such matter and subject to such conditions, if any, that may be specified in this direction to be exercised by such Officer or Authority subordinate. The management has made amendments permitting delegation of power by way of authorizing Subordinate Officer to take disciplinary action against the employees without the approval of Appropriate Government/ Central Government. Hence, such amendments are bad in law.

Furthermore, under clause 2.3 of the Certified Standing Orders, it has been provided that 'Competent Authority' means an Officer specifically nominated by Chairman/Managing Director concerned by an order in writing for the purpose of standing orders, such orders shall be put on notice-board and copies sent to concerned registered Tribunal whereas in the case in hand, no such amendment was put on notice-board nor was it communicated to any Union. Thus, disciplinary action against employees, taken by Subordinate Officers has no sanction of law.

It is also the case of Union that the Director Personnel, is Appointing Authority of the employees whereas the standing orders have been amended providing delegation of powers to terminate or punish employees to Officers Subordinate to the Appointing Authority which is in violation of Article 311(1) of the Constitution of India, hence, bad in law.

The delegation of power and amendments in the model standing orders made by the management authorizing the Unit Head and Section Head to take disciplinary action against the employees is in violation of Article 311(1) because they are Officers Subordinate to the Appointing Authority which is Director Personnel of these amendments made on various dates i.e., 09.12.1991, 12.12.1991, 16.12.1991, 31.03.2008 and 01.04.2008, nominating various authorities for taking disciplinary action and punishment lower than the Appointing Authority is against constitution, hence, unjust, illegal and arbitrary. The workman Union has thus prayed that holding these delegations as mentioned vide amendment orders mentioned above de-horse of Article 301 of the Constitution of India, disciplinary actions including the terminations, dismissals and removals passed by different authorities of the management company be held illegal and they be held entitled to be reinstated with all back wages, in service as well post retiral benefits.

Case of the management is mainly that the South Eastern Coal Field Limited is one of the eight Subsidiary Companies of Coal India Limited (CIL) which is under administrative control of Ministry of Coal, is registered in Companies Act, the standing orders with respect to the company was originally certified by Shri S.K. Mukhopadhyay, Regional Labour Commissioner (C) Bombay/Certifying Officer on 08.07.1991, which was again certified and authenticated by Mr. G.R. Manjhi, Deputy Labour Commissioner (Central)/Appellate Authority on 05.11.1992, amending certain clauses of the standing orders. The amendments made in the certified orders have been certified by the Regional Labour Commissioner (Central), Raipur, vide his order dated 15.01.2009, a writ petition No. 16517/2016 and writ appeal against order of the Single Bench in the said writ W.A. No. 1412/2023 have been dismissed by Hon'ble High Court of M.P., which was filed against these certifications.

It is further the case of management that the amendments have been included following the due process as mentioned in the Act. Hence, certified by law also it has been pleaded that Article 311(1) of the Constitution of India has no application in the case in hand.

Both the sides have filed photocopy documents, which are not disputed and shall be referred to as and when require.

I have heard argument of Learned Counsel for Union Mr. Arun Patel and Mr. Anoop Nair, Learned Senior Counsel for management of S.E.C.L., assisted by Learned Counsel, Mr. Neeraj Kewat. I have gone through the record as well.

On perusal of record in light of rival arguments, following Issues came up for determination, in the case in hand:-

- 1) ***Whether the employees of management of SECL hold a civil post and are entitled to protection under Article 311(1) of the Constitution of India?***
- 2) ***Whether the aforesaid amendments have been duly promulgated/notified and in what force of law?***

Issue No.1.

Main argument of Learned Counsel for management of S.E.C.L. is that the members of the applicant Union do not hold civil posts, hence, are not entitled to protection under Article 311(1) of the Constitution of India. Learned Counsel has referred to certain judgments in this respect, which are as follows:-

i. *Tekraj Vasandi v/s Union of India & Ors., (1988) 1 SCC 236, Held*

"1. While we were referring to the cases in an earlier part of our judgment, we have noticed the caution indicated by this Court that even if some institution becomes "State" within the meaning of Article 12, its employees do not become holders of civil posts so as to become entitled to the cover of Article 311. They would, however, be entitled to the benefits of Part III of the Constitution. It is unnecessary to examine the appellant's case keeping Articles 14 and 16 of the Constitution in view as on the concession of Dr Anand Prakash the proceedings will have to reopen"

ii. *Som Prakash Rekhi v/s Union of India & Anr., (1981) 1 SCC 449, Held*

"In the present instance, the source of both, read in the light of Sections 3 and 7, is saturated with State functions. Avowedly, the statutory contemplation, as disclosed by Section 7, is that the Company should step into the shoes of the executive power of the State. The legislative milieu in which the second respondent came to be the successor of Burmah Shell suggests that the former is more than a mere company registered under the Companies Act. It has a statutory flavour acquired under Section 7. Moreover, everything about the second respondent in the matter of employees, their provident, superannuation and welfare funds, is regulated statutorily unlike in the case of ordinary companies. Sections 9 and 10 deal with these aspects. These two provisions which regulate the conditions of service and even provide for adjudication of disputes relating to employees indicate that some of the features of a statutory corporation attach to this government company. Sections 9 and 10, in terms, create rights and duties vis-a-vis the Government company itself apart from the Companies Act. An ordinary company, even a government company simpliciter has not the obligations cast on the second respondent by Sections 9 and 10. And, Section 11 specifically gives the Act primacy vis-a-vis other laws. Section 12, although it has no bearing on the specific dispute we are concerned with in this case, is a clear pointer to the statutory character of the Government company and the vesting of an authority therein. This provision clothes the Government company with power to take delivery of the property of Burmah Shell from every person in whose possession, custody or control such property may be. There are other powers akin to this one in Section 12. The provision for penalties if any person meddles with the property of the second respondent emphasises the special character of this Government company. Equally unique is the protection conferred by Section 16 on the Government company and its officers and employees "for anything which is, in good faith, done or intended to be done under this Act". Such an immunity does not attach to employees of companies simpliciter, even if they happen to be Government companies. In the same strain is the indemnity conferred by Section 18. This review, though skeletal, is sufficient strikingly to bring home the point that the Corporation we are concerned with is more than a mere government company. Whatever its character antecedent to the Act, the provisions we have adverted to have transformed it into an instrumentality of the Central Government with a strong statutory flavour superadded and clear indicia of power to make it an "authority". Although registered as a company under the Indian Companies Act, the second respondent is clearly a creature of the statute, the Undertaking having vested in it by force of Section 7 of the Act. The various provisions to which our attention was drawn, an elaboration of which is not called for, emphasise the fact that the second respondent is not a

mere company but much more than that and has a statutory flavour in its operations and functions, in its powers and duties, and in its personality itself, apart from being functionally and administratively under the thumb of Government. It is a limb of Government, an agency of the State, a vicarious creature of statute working on the wheels of the Acquisition Act. We do not mean to say that for purposes of Article 309 or otherwise this Government company is State but limit our holding to Article 12 and Part III.

iii. **Pyarelal Sharma v/s Managing Director & Ors, (1989) 3 SCC 448, Held**

“19. We may now take up the third point. Sharma was appointed as Chemical Engineer by the Board of Directors. The powers of the Board of Directors to appoint officers of Sharma's category were delegated to the Managing Director on 12-9-1974 and as such from that date the Managing Director became the appointing authority. Needless to say that employees of the company are not civil servants and as such they can neither claim the protection of Article 311(1) of the Constitution of India nor the extension of that guarantee on parity. There is no provision in the Articles of Association or the regulations of the company giving same protection to the employees of the company as is given to the civil servants under Article 311(1) of the Constitution of India. An employee of the company cannot, therefore, claim that he cannot be dismissed or removed by an authority subordinate to that by which he was appointed. Since on the date of termination of Sharma's services the Managing Director had the powers of appointing authority, he was legally competent to terminate Sharma's services.”

iv. **State of U.P. v/s Chandrapal Singh & Anr., (2003) 4 SCC 670, Held**

“In Registrar of Coop. Societies v. Fernando [(1994) 2 SCC 746 : 1994 SCC (L&S) 756 : (1994) 27 ATC 188] referring to the two aforementioned decisions of this Court, the position is made clear thus in para 16 : (SCC pp. 750-51)

“16. It was on the basis of this GO, on 20-3-1989 the Registrar issued the charge memo. In this connection, it is worthwhile to refer to a recent decision of this Court reported in P.V. Srinivasa Sastry v. Comptroller and Auditor General [(1993) 1 SCC 419 : 1993 SCC (L&S) 206 : (1993) 23 ATC 645] . The relevant observations at pp. 1323-24 are as under : (SCC pp. 422-23, paras 4-5 and 6)

‘But Article 311(1) does not say that even the departmental proceeding must be initiated only by the appointing authority. However, it is open to Union of India or a State Government to make any rule prescribing that even the proceeding against any delinquent officer shall be initiated by an officer not subordinate to the appointing authority. Any such rule shall not be inconsistent with Article 311 of the Constitution because it will amount to providing an additional safeguard or protection to the holder of a civil post. But in absence of any such rule, this right or guarantee does not flow from Article 311 of the Constitution. It need not be pointed out that initiation of a departmental proceeding per se does not visit the officer concerned with any evil consequences, and the framers of the Constitution did not consider it necessary to guarantee even that to holders of civil posts under the Union of India or under the State Government. At the same time, this will not give right to authorities having the same rank as that of the officer against whom proceeding is to be initiated to take a decision whether any such proceeding should be initiated. In absence of a rule, any superior authority who can be held to be the controlling authority, can initiate such proceeding.

In the case of State of M.P. v. Shardul Singh [(1970) 1 SCC 108] the departmental enquiry had been initiated against the Sub-Inspector of Police by the Superintendent of Police, who sent his inquiry report to the Inspector General, who was the appointing authority. The Inspector General of Police dismissed the officer concerned from the service of the State Government. That order was challenged on the ground that the initiation of the departmental enquiry by the Superintendent of Police was against the mandate of Article 311(1) of the Constitution. This contention was accepted by the High Court. But this Court said : (SCC p. 112, para 10)

“We are unable to agree with the High Court that the guarantee given under Article 311(1) includes within itself a further guarantee that the disciplinary proceedings resulting in dismissal or removal of a civil servant should also be initiated and conducted by the authorities mentioned in that article.”

Although Article 311 of the Constitution does not speak as to who shall initiate the disciplinary proceedings but, as already stated above, that can be provided and prescribed by the rules. But if no rules have been framed, saying as to who shall initiate the departmental proceedings, then on the basis of Article 311 of the Constitution it cannot be urged that it is only the appointing authority and no officer subordinate to such authority can initiate the departmental proceeding. In the present case, it was not brought to our notice that any rule prescribes that the Accountant General, who is the appointing authority, alone could have initiated a departmental proceeding.”

v. **Union of India & Ors. v/s Hasmukhbhai Heerabhai Rana, (2006) 12 SCC 373, Held**

“There is no dispute that the departmental proceeding can be initiated by a person lower in rank than the appointing

authority. But the final order can be passed only by the appointing authority or an authority higher than it. The law relating to initiation (sic of disciplinary proceeding) by a person lower in rank than the authority competent to pass final order has been the subject-matter of adjudication in many cases. (See *State of M.P. v. Shardul Singh* [(1970) 1 SCC 108] and *State of U.P. v. Chandrapal Singh* [(2003) 4 SCC 670 : 2003 SCC (L&S) 556] .)

vi. **State Bank of India v/s S. Vijay Kumar & Ors., (1990) 4 SCC 481, Held**

Held that, employees of State Bank of India do not hold civil posts and are not entitled to protection under Article 311(1) of the Constitution of India, in this case, the Hon'ble Supreme Court found that the rules governing the services made by the Bank contained such provisions in the rules itself.

vii. **Ajit Kumar Nag v/s General Manager, IOCL., (2005) 7 SCC 764, Held**

“10. Having heard the learned counsel for the parties, we are of the view that the appeal as well as the writ petition deserve to be dismissed. So far as preliminary objection as to maintainability of the petition in this Court and the applicability of res judicata in the appeal is concerned, it is true that the appellant had not taken the ground as to vires of clause (vi) of Standing Order 20 either before the learned Single Judge or before the Division Bench of the High Court. At the same time, however, when he has approached this Court against the decision of the High Court and has raised this ground, it would not be appropriate to preclude him from arguing the case on the vires or validity of clause (vi) of Standing Order 20. Moreover, he has also filed a substantive petition for the said purpose under Article 32 of the Constitution. The preliminary objection, therefore, does not impress us and we have allowed both the parties to argue the case on vires of Standing Order 20(vi) as well as on merits.

11. As far as acquittal of the appellant by a criminal court is concerned, in our opinion, the said order does not preclude the Corporation from taking an action if it is otherwise permissible. In our judgment, the law is fairly well settled. Acquittal by a criminal court would not debar an employer from exercising power in accordance with the Rules and Regulations in force. The two proceedings, criminal and departmental, are entirely different. They operate in different fields and have different objectives. Whereas the object of criminal trial is to inflict appropriate punishment on the offender, the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance with the service rules. In a criminal trial, incriminating statement made by the accused in certain circumstances or before certain officers is totally inadmissible in evidence. Such strict rules of evidence and procedure would not apply to departmental proceedings. The degree of proof which is necessary to order a conviction is different from the degree of proof necessary to record the commission of delinquency. The rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law, burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of the accused “beyond reasonable doubt”, he cannot be convicted by a court of law. In a departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of “preponderance of probability”. Acquittal of the appellant by a Judicial Magistrate, therefore, does not ipso facto absolve him from the liability under the disciplinary jurisdiction of the Corporation. We are, therefore, unable to uphold the contention of the appellant that since he was acquitted by a criminal court, the impugned order dismissing him from service deserves to be quashed and set aside.

12. As far as the status of the appellant is concerned, it must be stated that Mr Rao, Senior Advocate fairly conceded at the hearing of the appeal and the writ petition that the appellant is not governed by Article 311 of the Constitution since he cannot be said to be “civil servant”. In this connection, it will be profitable to refer to a decision of the Constitution Bench of this Court in *S.L. Agarwal (Dr.) v. G.M., Hindustan Steel Ltd.* [(1970) 1 SCC 177 : (1970) 3 SCR 363] (*Hindustan Steel Ltd. I*). In that case, A was appointed as Assistant Surgeon by the Board of Directors of the Corporation for one year. After completion of the probation period, he was employed on contract basis and his services were terminated in accordance with the terms of the contract. He filed a writ petition in the High Court contending that his services were wrongly terminated which was violative of Article 311 of the Constitution. The Corporation contended that Article 311 was not applicable to him as he was employed by the Corporation and he neither belonged to civil service of the Union nor held a civil post under the Union.

13. Upholding the objection and considering the ambit and scope of Article 311, this Court held that an employee of a Corporation cannot be said to have held a “civil post” and, therefore, not entitled to protection of Article 311. According to the Court, the Corporation could not be said to be a “department of the Government” and employees of such Corporation were not employees under the Union. The Corporation has an independent existence and the appellant was not entitled to invoke Article 311. *Hindustan Steel Ltd. (I)* [(1970) 1 SCC 177 : (1970) 3 SCR 363] has been followed by this Court in several cases. (See *Sukhdev Singh v. Bhagatram Sardar Singh Raghuvanshi* [(1975) 1 SCC 421 : 1975 SCC (L&S) 101] , *Som Prakash Rekhi v. Union of India* [(1981) 1 SCC 449 : 1981 SCC (L&S) 200] , *A.L. Kalra v. Project & Equipment Corpn. of India Ltd.* [(1984) 3 SCC 316 : 1984 SCC (L&S) 497] , *Tekraj Vasandi v. Union of India* [(1988) 1 SCC 236 : 1988 SCC (L&S) 300] , *Pyare Lal Sharma v. Managing Director* [(1989) 3 SCC 448 : 1989 SCC (L&S) 484]

, *State Bank of India v. S. Vijaya Kumar* [(1990) 4 SCC 481 : 1991 SCC (L&S) 852 : (1990) 14 ATC 787] and *Satinder Singh Arora v. State Bank of Patiala* [1992 Supp (2) SCC 224 : 1992 SCC (L&S) 660 : (1992) 21 ATC 118] .)

14. In view of the above pronouncements of this Court, there is no doubt that the respondent Corporation is right in submitting that the appellant cannot invoke Article 311 by describing him as holding “civil post” under the Union or a State. Article 311 of the Constitution, therefore, has no application to the facts of the case.”

viii. Dr. S.L. Agrawal v/s General Manager, Hindustan Steel, (1970) 1 SCC 177, (Five Judges Bench) Held

“6. The question that arises in this case is: whether the employees of a Corporation such as the Hindustan Steel Ltd., are entitled to the protection of Article 311? This question can only be answered in favour of the appellant if we hold that the appellant held a civil post under the Union. It was conceded before us that the appellant could not be said to belong to the civil service of the Union or the State. Article 311, on which this contention is based, reads as follow:

“311. Dismissal, removal, or reduction in rank of persons employed in civil capacities under the Union or a State.—(1) No person who is a member of a civil service of the Union or an all-India Service or a civil service of a State or holds a civil post under the Union or a State shall be dismissed or removed by an authority subordinate to that by which he was appointed.

(2) No such person as aforesaid shall be dismissed or removed or reduced in rank until he has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him:

Provided that this clause shall not apply—

(a) where a person is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;

(b) where an authority empowered to dismiss or remove a person or to reduce him in rank is satisfied that for some reasons, to be recorded by that authority in writing, it is not reasonably practicable to give to that person an opportunity of showing cause; or

(c) where the President or Governor, as the case may be, is satisfied that in the interest of security of the State it is not expedient to give to that person such an opportunity.

(3) If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (2), the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final.”

7. Clause (2) of the article, which gives the protection opens with the words “no such person as aforesaid” and these words take one back to clause(1) which describes the person or persons to whom the protection is intended to go. Clause (1) speaks of (i) persons who are members of (a) a Civil Service of the Union, or (b) an all-India Service or (c) a Civil Service of a State or (ii) hold a civil post under the Union or a State. (a), (b) and (c) refer to the standing services which have been created in the Union and the States and which are permanently maintained in strength. In addition to the standing services there are certain posts which are outside the permanent services. The last category in Article 311(1) therefore speaks of such posts on the civil side as opposed to the military side. Incumbents of such posts also receive protection.

8. In the present case the appellant did not belong to any of the permanent services. He held a post which was not borne on any of the standing services. It was, however, a civil post as opposed to a military post. So far the appellant's case is clear but the clause speaks further that such posts must be under the Union or a State. The question thus is whether the servant employed here can be said to have held the post under the Union or a State? The appellant contends that since Hindustan Steel Limited is entirely financed by the Government and its management is directly the responsibility of the President, the post is virtually under the Government of India.

9. This argument ignores some fundamental concepts in relation to incorporated companies. In support of the contention that the post must be regarded as one under the Union the appellant relies on some obiter observations of a Single Judge in *M. Verghese v. Union of India* [AIR 1963 Cal 421] . In that case the petitioners were drivers working for the Durgapur Project under Hindustan Steel Limited. The learned Single Judge considered the question by analysing the set up of Hindustan Steel Limited. He found that it was a Government company and a private limited company, although it did not include in its name any notice that it was a private company. He referred in detail to the various provisions in the Articles of Association as also in the Indian Companies Act which rendered the ordinary company law inapplicable in certain respects and conferred unlimited powers of management on the President of India and his nominees. He also found that Hindustan Steel Limited was entirely owned by the Union of India. From this the learned Judge wished to infer that Hindustan Steel Limited was really a department of the Government but he did not express this opinion and

decided the case on another point. The appellant contends that the conclusion which the learned Single Judge did not draw in the Calcutta case is the conclusion to draw in this appeal. We must, according to him, hold that there is no difference between Hindustan Steel Limited and a Department of the Government and that the service under Hindustan Steel Limited is a service under the Union.

10. On the other hand, in *State of Bihar v. Union of India* [(1970) 1 SCC 67]. Hindustan Steel Limited was not held to be a "State" for purposes of Article 131. The question whether Hindustan Steel Limited was subject to the jurisdiction of the High Court under Articles 226 and 227 was left open. In dealing with the above conclusion, reference was made to the incorporation of Hindustan Steel Limited as an independent company and thus a distinct entity. In *Praga Tools Corpn. v. C.V. Imanuel* [(1969) 1 SCC 585] it was pointed out that a company in which 88% of the capital was subscribed by the Union and the State Governments could not be regarded as equivalent to Government because being registered under the Companies Act it had a separate legal existence and could not be said to be either a Government Corporation or an industry run by or under the authority of the Union Government. Similar views were also expressed in the High Courts. In *Lachmi v. Military Secretary to the Government of Bihar* [AIR 1956 Pat 398] the expression "civil post under the Union or the State" was held to mean that the civil post must be in the control of the State and that it must be open to the State to abolish the post or regulate the conditions of service. Although the case concerned a Mali employed in Raj Bhavan, it was held that it was not a post under the State even though the funds of the State were made available for paying his salary. In a later case *Subodh Ranjan Ghosh v. Sindhri Fertilisers and Chemicals Ltd.* [AIR 1957 Pat 10] the employees of the Sindhri Fertilizers were held not entitled to the protection of Article 311. Our brother Ramaswami (then Chief Justice) noticed that the corporation was completely owned by the Union Government; that the Directors were to be appointed by the President of India who could also issue directions. He nevertheless held that in the eye of law the company was a separate entity and had a separate legal existence. In our judgment the decision in the Patna case is correct. It has also the support of a decision reported in *Ram Babu Rathaur v. Divisional Manager, Life Insurance Corporation of India* [AIR 1961 All 502] and another in *Damodar Valley Corporation v. Provat Roy.* [LX CWN 1023] Our brother Ramaswami relied in particular upon an English case *Tamlin v. Hennaforde* [(1950) 1 KBD 18]. In that case it was held in relation to a business that although the minister was really incharge, the corporation was different from the Crown and the services of the corporation were not civil services. Justice P.B. Mukherjee of the Calcutta High Court, to whose judgment we referred earlier distinguished the English case by pointing out certain differences between the Corporation in that case and Hindustan Steel Limited. He pointed out that (a) in the English Corporation no shareholders were required to subscribe the capital or to have a voice in the affair, (b) the capital was raised by borrowing and not by issuance of shares, (c) the loss fell upon the consolidated fund and (d) the corporation was non-profit making. In our judgment these differences rather accentuate than diminish the applicability of the principle laid down in the English case to our case. The existence of shareholders, of capital raised by the issuance of shares, the lack of connection between the finances of the corporation and the consolidated fund of the Union rather make out a greater independent existence than that of the corporation in the English case. We must, therefore, hold that the corporation which is Hindustan Steel Limited in this case is not a department of the Government nor are the servants of it holding posts under the State. It has its independent existence and by law relating to Corporations it is distinct even from its members. In these circumstances, the appellant, who was an employee of Hindustan Steel Limited, does not answer the description of a holder of "a civil post under the Union" as stated in the Article. The appellant was not entitled to the protection of Article 311. The High Court was therefore right in not affording him the protection. The appeal fails and is dismissed but in the circumstances of the case we make no order about costs.

ix. **Satinder Singh Arora v/s State Bank of Patiala & Ors., (1992) Supp (2) SCC 224, (Three Judges Bench) Held**
Held that, Bank Officers are not holders of civil posts, hence, not entitled to be protected by Article 311(1) of the Constitution of India.

x. **Basant Lal Wadehra v/s Union of India, 1996 SCC online Delhi 926, Held**

"42. The question of questions requiring consideration for resolving the above controversy is whether the petitioner was holding a 'Civil Post' at the relevant time i.e on 8.2.83 while working as Chairman-cum-Managing Director of Coalfields Limited (respondent No. 3). In case *Lachmi v. Military Secy, to the Government of Bihar* (AIR 1956 Pat. 398) the expression 'Civil Post' under the Union or the State was held to mean that the 'Civil Post' must be in the control of the Union or the State and that it must be open to the Union or the State to abolish the post or to regulate the conditions of service. Patna High Court in a later case, *Subodh Ranjan Ghosh v. Sindri Fertilisers And Chemicals Limited,,* (AIR 1957 Pat. 10) held that the employees of Sindhri Fertilisers were not entitled to the protection of Article 311 of the Constitution. Same view has been taken by the High Court of Allahabad in case *Ram Babu Rathaur v. Divisional Manager, Life Insurance Corporation of India* (AIR 1961 All. 502) and by the High Court of Calcutta in case *Damodar Valley Corporation v. Provat Roy* (60 Cal. WN 1023). In case *Tamlin v. Hannaford* (1950-1 KB-18) it was held in relation to a business that although the ministry was really incharge the Corporation was different from the 'Crown' and the services of the 'Corporation' were not Civil Services. The Supreme Court in case *Dr. S.L Aggarwal v. The General*

Manager, Hindustan Steel Limited reported as (1970) 1 SCC 177: AIR 1970 SC 1150: (1970 SLR 351 (SC)) held:-

"We must, therefore, hold that the Corporation which is Hindustan Steel Limited in this case is not a department of the Government nor are the servants of it holding posts under the State. It has its independent existence and by law relating to corporations it is distinct even from its members. In these circumstances, the appellant, who was an employee of Hindustan Steel Limited, does not answer the description of a holder of 'a civil post under the Union' as stated in the Article. The appellant was not entitled to the protection of Article 311."

43. The Supreme Court in case *K.C Joshi v. Union of India* reported as (1985) 3 SCC 153: AIR 1985 SC 1046: [1958 (2) SLR 214 (SC)] observed :

"Even if the employees of the Corporation, which is an instrumentality of the State, cannot be said to be the members of a civil service of the Union or an, All-India service or hold any civil post under the Union, for the purpose of Articles 310 and 311 and, therefore, not entitled to the protection of Article 311, they would nonetheless be entitled to protection of the fundamental rights enshrined in Articles 14 and 16 of the Constitution."

44. In view of above cited decisions of the various High Courts and the Supreme Court, we are of the view that the petitioner while working as Chairman-cum-Managing Director of Coalfields Limited (respondent No. 3) was not holding a 'Civil Post' within the meaning of Articles 310 and 311 of the Constitution and the protection available to the holders of a 'Civil Post' under the provisions of Article 311 of the Constitution is, therefore, not available to the petitioner."

Though, it has been submitted by Learned Counsel for the Union that all the laws flow from Constitution of India and are subordinate to it. Any law, rule or regulation which is not in conformity with the Constitution is *ultra-vires* and cannot be given effect to. I am not inclined to accept this argument in the light of proposition laid down in the aforesaid Judgments.

In the light of above discussion, it is held that since the employees of SECL do not hold a civil post hence, they are not entitled to protection of Article 311(1) of Constitution of India.

Issue No. 1 is answered accordingly.

Issue No. 2-

In the light of findings on issue No. 1, this issue is answered against the Union.

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

AWARD

"Holding that the Employees and Officers of the Management of SECL do not hold Civil Post and hence are not entitled to protection under Article 311(1) of Constitution of India, the Delegation of Powers by the Management of SECL by way of Amendments in the Standing Orders is held justified in law. The actions taken by the Area General Managers, Sub-Area Managers and Mines Managers under the Amended Standing Orders with respect to disciplinary proceedings are held justified in law. The punishment orders passed by these Authorities under Amended Standing Orders warrant no interference.

No order as to cost.

DATE:- 05-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 28 जनवरी, 2026

का.आ. 117.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब और सिंध बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. I दिल्ली के पंचाट (102/2013) प्रकाशित करती है।

[सं. एल-12012/3/2013-आई.आर.(बी-II)]

सलोनी, उप निदेशक/लिंग अधिकारी

New Delhi, the 28th January, 2026

S.O. 117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 102/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. I Delhi* as shown in the Annexure, in the industrial dispute between the management of **Punjab & Sind Bank** and their workmen.

[No. L-12012/3/2013– IR (B-II)]

SALONI, Dy. Director/Link officer

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,
NEW DELHI.****ID No. 102/2013**

Sh. Ramesh Chand S/o Sh. Late Leela Ram, R/o H.No. 122, Ward no.25, Barh Mohalla, Old Faridabad, Haryana-121002.

...Claimant

Versus

The Chief Manager, Punjab & Sind Bank, HO Security Department, 1st Floor, 21, Rajendra Place, New Delhi.

...Management

AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No-L-12012/3/2013 (IR(B-II)) dated 12.06.2013 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

The Schedule

“Whether the action of the management of Punjabi & Sind Bank in not regularizing & Terminating the employment of Shri Ramesh Chand is legal and justified? What relief the workman is entitled to?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the management. In pursuance to the notice, statement of claim was filed. Rebuttal written statement as well as rejoinder was also filed. Thereafter, issues were framed and the evidence on behalf of both the parties was recorded. After that, the matter was listed for final arguments. Vide order dated 28.08.2025, fresh notice was issued to the management as the case was adjourned enbloc for a long a time. But in pursuance to the notice none has appeared. Nobody has appeared on behalf of the claimant as well. Hence, it appeared that the claimant is not interested in pursuing this case.

4. In these circumstances, when the claimant is not pursuing his case, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 11.11.2025

ATUL KUMAR GARG, Presiding Officer

नई दिल्ली, 28 जनवरी, 2026

का.आ. 118.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईसीआईसीआई बैंक लिमिटेड के प्रबंधन, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (86/2015) प्रकाशित करती है।

[सं. एल-12012/97/2015-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 28th January, 2026

S.O. 118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 86/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of ICICI Bank Ltd. and their workmen.

[No. L-12012/97/2015– IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR, (M.P.)

NO. CGIT/LC/ R/86/2015Present: P.K.SrivastavaH.J.S.(Retd.)

Shri Manish Chattervedi,
21, Gandhi Road,
near Shalimar Garden above kidzee,
Thatipur, Gwalior (M.P.)

Workman

Vs

The Manager (HR),
ICICI Bank Ltd.,
HRMG Regional Office, A.B. Road,
Indore (M.P.)

Management

(JUDGMENT)(Passed on this 05th day of December, 2025)

As per letter dated 16/09/2015 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification **No. L-12012/97/2015(IR(B-I))** dt. 16/09/2015. The dispute under reference relates to:-

"1. Whether Shri Manish Chattervedi is a workman as per definition under section 2(s) of the ID Act?"

"2. If so whether the action of the management of ICICI Bank Ltd. Indore in terminating the service of Shri Manish Chattervedi w.e.f. 27.11.2014 is justified? If not, what relief for the workman is entitled to?"

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.

The case of the workman is mainly that he was appointed w.e.f., 27.09.2010 as Assistant Manager (Band II) Group, RBG and joined in Gwalior. He was disengaged on 27.11.2014 without any notice or compensation or enquiry on the charge of self-abandonment of the job by him infact, he was suffering from spinal pain and was under treatment at Gwalior from 12.08.2014, he was sanctioned medical leave w.e.f., 01.07.2014 to 31.07.2014, further medical leave from 01.08.2014 to 20.12.2014. He further applied for medical leave w.e.f. 21.10.2014 till he attains fitness which was not accepted. The management issued letters dated 11.11.2014 and 21.11.2014 directing him to report on duty, he was not in a position to report on duty, due to his bad health and management terminated his services on the ground of abandonment of his service which is unjust, illegal and arbitrary. He further stated that though he was employed in the supervisory capacity drawing wages more than Rs. 10,000/- per month and carrying out the Managerial, Supervisory and Administrative functions, he has the status of workman, defined under section 2(s) (iv) of the *Industrial Disputes Act, 1947*. The workman has prayed for holding aside his termination against the Act, he be reinstated with back wages and benefits.

The case of the management is mainly that firstly, he is not a workman as defined under section 2(s) of the Act because he has been working in supervisory and managerial capacity drawing monthly pay of Rs. 38,824/- per month, hence, his case is not cognizable by this Tribunal. **Secondly**, he did not report on duty after his medical leave was refused on the ground of illness which he could not substantiate. Hence, taking that he has abandoned his services, he was terminated from service. Management has thus requested that the reference be answered against the workman.

In his rejoinder the workman has mainly reiterated his allegations taken earlier.

In evidence, the workman has filed his affidavit as his examination-in-chief, he has been cross-examined by

management. He has filed and proved documents which are his letters to Regional Labour Commissioner, letter to Dheeraj Reddy of management Bank, medical certificates, offer of appointment, pay certificate, his another letter dated 14.08.2014 to Dheeraj Reddy of management Bank, pay slip of April-December, 2014, three letters of management to show cause, which are Ex-W/1 to W12, are referred to as and when required.

Management has filed affidavit of its witness Kapil Dev Singh as his examination-in-chief. He has been cross-examined by workman side. Management has filed and proved documents job offer, pay certificate, letter dated 21.11.2004 regarding termination, pay slip for June, 2014, Ex-M/1 to M/4, to be referred to as and when required.

I have heard argument of Learned Counsel for workman Mr. Arun Patel and Mr. Janu Rajak, Learned Counsel for the management Bank. Management has filed written submission also which are part of record. I have gone through the record as well.

On perusal of record in light of rival arguments, following Issues came up for determination:-

- 1) **Whether Manish Chaturvedi, applicant is the workman as defined under section 2(s) of the Act?**
- 2) **Whether termination of service of the workman, Manish Chaturvedi is justified in law?**

Issue No.1.

The main argument from management Bank on this issue is that the workman himself has admitted that he was appointed and working in managerial cadre, he was getting Rs. 38,824/- salary. He also admits that he worked in supervisory capacity hence, he is not a workman as defined under the Act.

Learned Counsel for workman has submitted that only name and designation is not a determining factor for deciding whether the person is a workman under section 2(s) of the Act or not.

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

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

Learned Counsel for Management has relied on judgment of **Hon'ble High Court of Bombay in the case of Union Carbide (India) Ltd. V.s. Ramesh Kumbla and Others reported in MANU/MH/0073/1999** and **another judgment of the same High Court in the case of Union Carbide (India) Ltd. V.s. D. Samuel and Others reported in MANU/MH/1713/1998**. In these two cases, after analyzing the judgment of various High Courts and Hon'ble Supreme Court, the Single Bench of Hon'ble Bombay High Court has summarized the principles on the basis of which it is to be decided whether the Workman is in supervisory capacity or not. These tests mentioned in **Para 34 and 35** of the Judgment are being reproduced as follows:

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

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

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

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

Now coming to the evidence on this issue, in light of the settled proposition as referred to above, it comes out that in his statement of claim, the workman alleges that he was in service of the management Bank as Assistant Manager. He further alleges in para 4 of the statement of claim that though employed in a supervisory capacity and drawing Rs. 10,000/- per month also carrying out Managerial, Supervisory and Administrative functions sometimes, he was a workman under section 2(s) (iv) of the Act. He further pleads that the work in Bank was is of layer upon layers of checkers and taking his heartily supervision. He also alleges that to detect faults, assigning duties, distribution of works, sending reports, making arrangements for the business of the Bank with support of employees on contract basis does not exclude him from the category of workman under the Act. In his affidavit as his examination-in-chief, he states against his allegations/pleadings and states that he did not have any managerial or supervisory rights and used to do clerical job, he did not have any power to take disciplinary action or to punish any employee, he further denies in his cross-examination that employees used to report him in Ex-W/1, which has been filed and proved by the workman himself. He has mentioned the employees who used to report to him though, he has denied this document in his cross-examination but it has been filed by him only and proved by him. Hence his, this statement on this issue cannot be relied upon *firstly*, it is against his pleadings and *secondly*, it is against Ex-W/1 as referred to above. On the other hand, the management witness has corroborated this case that the workman worked in a supervisory and managerial capacity, hence, in light of these facts, workman is held not a workman as defined under section 2(s) of the Act and the issue is answered accordingly.

Issue No. 1 is answered accordingly.

Issue No. 2,

The case of the workman is that he become sick and applied for leave which was sanctioned by management Bank up to 20.10.2014, he could not recover till date hence, again applied leave on medical grounds from 21.10.2014 till fitness which was not accepted and he was treated absenting himself wilfully from his work place without getting any leave sanctioned. His case is that he was transferred to another place during this period where he could not join due to his illness and management terminated his services treating him wilfully absent. Case of the management is that leave after 20.10.2014 was not sanctioned to him because there was no leave in his leave account. He was issued a show cause notice on 11.11.2014 and 21.11.2014 regarding his continuous unauthorized absence. These notices have been filed and proved by the workman himself as Ex-W/8 and W/9. It is thereafter, he was terminated from services by management on 27.11.2014, the management side has referred to terms and conditions mentioned in job offer which he accepted. These conditions mentioned that his services will be liable to be terminated in event of breach of rules and regulations of the Bank as applicable or may be applicable from time to time, this is one of the condition for termination of employment when the workman had already exhausted of the leave which has accrued in his account and still was not reporting on work for some medical reasons and also there is no certificate which was filed by the workman before the management or even before this Tribunal to show that in opinion of the doctor treating him, the workman was so sick that he required bed rest even after 20.10.2014. The action of management in terminating his services is perfectly justified in law and his terms of appointment to which he had accrued and joined the services of the Bank. Hence, in light of above discussion, action of management Bank in terminating the services of workman Manish Chaturvedi is held justified in law.

Issue No. 2 stands answered accordingly.

No other point was pressed.

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

AWARD

- ***“Mr. Manish Chaturvedi is not a workman as per definition of section 2(s) of the Act.***

- *The action of management Bank in terminating the services of Mr. Manish Chaturvedi from 27.11.2014 is justified.*
- *Mr. Manish Chaturvedi is held entitled to no relief.*

No order as to cost.

DATE:- 05-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 28 जनवरी, 2026

का.आ. 119.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्र प्रदेश ग्रामीण विकास बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (247/2014) प्रकाशित करती है।

[सं. एल-12012/55/2014-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 28th January, 2026

S.O. 119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 247/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Andhra Pradesh Grameena Vikash Bank and their workmen.

[No. L-12012/55/2014- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 14th day of November 2025

INDUSTRIAL DISPUTE No. 247 of 2014

Between:

Dumpa Rama Rao, S/o Sivalingam,
Age 50 years, Occ: Ex: Casual Messenger,
R/o Dharmavaram Village (P O), Bonthalakonduru,
Etcherla Mandal, Srikakulam District-532168

..... Petitioner

AND

1. Andhra Pradesh Grameena Vikas Bank,
H.No.25-//1,1st Floor, Opp: Life Line Hospitaal,
Ramnagar, Hanumakonda,
Warangal District, Telangana State,
Rep. its Chairman
2. Andhra Pradesh Grameena Vikas Bank,
Ramakrishna Junction,
Srikakulam, Andhra Pradesh.
Rep. by its Regional Manager

.... Respondent

Appearances:

For the Petitioner : Sri William Burra, Advocate

For the Respondent: Sri K. Ajay Kumar, Advocate

AWARD

The Government of India, Ministry of Labour Vide order No.L-12012/55/2014-IR (B-I) dated 27th November 2014, as referred this industrial dispute under class D of sub Section(1) and Sub section (2) A of section 10 of Industrial Disputes Act, 1947, for adjudication by this tribunal.

SCHEDULE

1.“Whether the action of management of Andhra Pradesh Grameen Vikas Bank, represented by Regional Manager Srikakulam, in terminating the services of Sri Dumpa Ramarao, ex-casual messenger, Santha Bommali branch, is legal and justified? If not, what relief the workman concerned entitled to?”

2. After receipt of the aforementioned reference, it was numbered as ID No. 247 of 2014, and notices were issued to both the workman and the management and same was served on both the parties.

In response to the notice, Petitioner appeared and filed claim statement with the averment that he was appointed as casual messenger on April 1996 in the Dharmavaram Branch of Respondent bank on payment of Rs. 20/- per day. Further, it is averred that he worked continuously without any break to the entire satisfaction of his superior officer, and there was no complaint whatsoever nature against the petitioner in his entire service. Further, it is alleged that Respondent did not issue any appointment letter or pay slip to the petitioner during his service, and petitioner used to sign on the voucher at the time of taking salary. The salary was sometimes credited to the petitioner's savings bank account in the Dharmavaram branch. Further, it is submitted that the Respondent management deducted the amount from the petitioner's salary towards the contribution of the provident fund for the months of June, July, and August 2012. Further, Petitioner alleged that the Respondent has terminated the petitioner from his service by order dated 27th June 2013 without conducting any inquiry, notice pay, or compensation or conducting any inquiry. The termination order of the petitioner is illegal, arbitrary, and contrary to the provision of the Industrial Disputes Act. Further, it is alleged that Respondent has terminated the petitioner from service in violation of the provision of sections 25 F, 25 G, and 25 H of Industrial Disputes Act. Further, it is alleged that Petitioner requested the Respondent several times for reinstatement, but the respondent keep postponing the matter on some pretext or the other. The petitioner gave representation dated 21st October 2013 to the Deputy Commissioner of Labour, Srikakulam, requesting him to intervene in the matter and to direct the Respondent to reinstate the petitioner in service. Further, it is alleged that the petitioner made a representation dated 20th January 2014 to the Assistant Labour Commissioner, Visakhapatnam, requesting to intervene the matter, and Assistant Labour Commissioner issued notices to the Respondent for joint meeting- conciliation proceeding but the Respondent refused to reinstate the petitioner into service. After several meetings, the Assistant Labour Commissioner, Visakhapatnam, close the conciliation meeting and sent the figure report to the government of India. Therefore, prayed to direct the respondent to reinstate the petitioner in his service with full back wages by setting aside the termination order.

3.Per contra, Respondent has filed counter. He has contended that the petitioner was engaged as a casual labour by the respondent to meet the exigencies of the work, and soon after the exigency were met, the term of casual labour would automatically come to an end. Therefore, the same cannot be described as a termination of services by the Respondent. Further, it is contended that undisputedly Petitioner was engaged on casual basis, but the petitioner has no right to claim continuity of permanency of the service.

Further, it is submitted that during the engagement of Petitioner as a casual labour, there were many complaints against the petitioner while working as at the Dharamvaram branch, and he has committed the irregularities and certain misconduct. The petitioner also availed subsidy loans in the name of his relative in a clandestine manner. Further, it is alleged that while Petitioner was engaged as a casual labour on daily wages at Respondent branch, he has resorted to fraudulent activities such as taking loan from the customers of the bank, misguiding bank customer not to repay the loan, and also accepting the credit moves made by the customers towards bank deposit without the knowledge of the bank staff. Therefore, it is prayed to dismiss the petition as not maintainable.

In support of the petition, petitioner has filed oral evidence, has produced witness WW1, and also filed documentary evidence, exhibit W1 to W10. These documents can be described copy of the termination letter dated 10th July 2013, exhibit W1, copy of the letter issued by DLC dated 18th July 2014, exhibit W2, copy of the representation to ALC, Visakhapatnam, exhibit W3, copy of the wage particulars from exhibit 4 to exhibit 8, copy and of the PF contribution voucher exhibit W9; copy of the PF contribution voucher exhibit W10; and copy of the bank passbook exhibit W11. On the other hand, Respondent has examined witness MW1, and no documentary evidence was filed.

4. Heard the argument of the learned counsel Petitioner for either parties, Petitioner has also filed written arguments.

on the basis of Pleadings and submissions of either parties, the following issues emerge for determination in this case:

1. Whether the action of the management of Andhra Pradesh Grameena Vikas Bank, represented by Regional Manager Srikakulam in terminating the services of Shri Dumba Ramarao ex-casual messenger, Santha Bommali branch, is legal and justified?
2. To what relief, if any, workman is entitled to?

Finding

Issue No. I:-

Petitioner has alleged that he was appointed as a casual messenger in April 1996 on payment of Rs. 20 per day and had worked continuously without any break to the entire satisfaction of the superior officer. Further, it is alleged that Petitioner has terminated from service by the Respondent vide order dated 27th June 2013, without conducting an inquiry, notice pay, and compensation, in violation of provisions contained under sections 25F, 25G, and 25H of the Industrial Disputes Act. On the other hand, Respondent has denied the allegation and contended that the petitioner was engaged as a casual labour by the Respondent to meet exigencies of the work, and soon after the exigencies are met, the term of casual labour automatically would also come to an end. Therefore, same cannot be described as a termination of service by the Respondent. It is undisputed that the petitioner had worked in the Respondent branch as a casual labour on a daily wages basis. Now, we would examine the legality of the termination of the petitioner from service by the Respondent.

In this regard, the relevant provisions contained under section 25F of the ID Act are extracted as here under:-

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.

[xxx]

- (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].

As per provision, contained the 25F, the condition precedent for retrenchment is that the petitioner had worked for 240 days continuously in a 12-month just preceding the date of his termination, and burden of proof lies upon the shoulders of the petitioner to prove this fact. In support of his allegation, the petitioner has examined himself as WW1, and in chief statement affidavit, the petitioner has stated that he was appointed as casual messenger on April 1996 in the Respondent bank branch and had worked continuously without any break to the entire satisfaction of the superior officers, and he has been terminated from service by the Respondent by vide order dated 27th June 2013. This witness was cross-examined by the Respondent's counsel, and in his cross-examination, WW1 has stated that he joined in the Respondent bank on a daily wage basis, and for the first two years, he was paid weekly. Further, witness State WW1 states that he was regularly employed but was not issued any appointment letter from the Respondent bank. WW1 states that he used to allotted work on a daily basis and used to file the vouchers. Further, witness WW1 state that initially, he was getting wages in the form of cash, and he used to get pay slips for the wages drawn by him. He has filed the pay slip. The document filed by the petitioner are: Exhibit W1 is the copy of the termination order, which goes reveals that the petitioner, D. Ramarao, was engaged as a casual labour, and the competent authority has decided to discontinue his services as a casual labour with immediate effect vide letter dated 27th June, 2013. Furthermore, Ex: W4 to W8 are the particulars of wages paid to the petitioner, which goes show that petitioner, workman, has been paid wages in month of January 2013, February 2013, March 2013, April 2013, and May 2013 for the work of number of days in the Respondent branch. Further, the documentary evidence filed by the petitioner would not depicts that he has worked for 240 days continuously in the Respondent branch just preceding from the date of his termination, i.e., 27th June 2013. Thus, petitioner has failed to discharge the burden of proof regarding 240 days of continuous service just preceding the date of his termination. Whereas Respondent has examined witness MW1 in support of his contention, who has categorically in his chief statement stated that petitioner was engaged as a casual labour by the Respondents, and the petitioner is well aware of the fact that the engagement is not permanent. Therefore, there is no permanency of the service, and hence the question of termination of the petitioner's service by the Respondent does not arise. Further, witness MW1 states that as soon as the exigency of the work is completed, the person engaged for the purpose of such work would naturally become redundant. Hence, the engagement of such a person is for a specific purpose, and the person so engaged cannot claim either continuity or

permanency or treatment on par of with the regular employees. Further, this witness, MW1, was cross-examined by the petitioner counsel, but nothing has been rightly stated in the cross-examination to discredit the testimony of the witness MW1. Further, the Respondent has relied upon the decision of the Supreme Court in the case of Himanshu Kumar Vidyarthi Vs State of Bihar, date of decision 26th March 1997, wherein the Honourable Supreme Court held that daily wagers have no right to post, and their disengagement is not arbitrary. Since they are temporary employees working on daily wages, their engagement from service cannot be treated under Industrial Disputes Act, 1947.

Thus, in view of the above, the petitioner has failed to discharge his burden of proof that he has been retrenched in contravention of the provisions contained in Section 25(f) of the ID Act. As regards the burden of proof, certain decisions of the Honourable Supreme Court are Relevant are regarding Burden of Proof In case of Retrenchment, which are being discussed as hereunder: -

(a).Further, in Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellants. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year."

(b).In the case of Mohan Lal v. Management, BEL 1981 SCC P. 225. Hon'ble Apex Court held:-

"Before a workman can claim retrenchment, not being in consonance of Section 25 of the ID act he has to show that he has been in continuous service of not less than 1 year with the employer who had retrenched him from service The Hon'ble Apex Court in this case also laid down the principle of how to count 240 days of service within one year and held: "Clause (2)(a) provides for a fiction to treat a workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered service period of 240 days during the period of 12 calendar months for counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

(c).In the case of GM., BSNL and others V. Mahesh Chand AIR 2008 SC (Supp) 1328, wherein the Hon'ble Apex Court have held,

"It was the case of the claimant that he had so worked but this claim was denied by the appellants. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

(d). In the case of Range Forest Officer Vs. S T Hadimani AIR 2002 SC page 1147, wherein Hon'ble Apex Court have held,

"the onus lies upon claimant to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary or wages record of appointment, filing of an affidavit by workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

(e). In the case of Essen Deinki Vs. Rajiv Kumar, AIR 2003 SC 38 the Hon'ble Apex Court have held,

"It was for the employee concerned to prove that he has in fact completed 240 days in the last preceding 12 months' period."

(f). In the case of Municipal Corporation, Faridabad Vs. Siri Niwas AIR 2004 SC 4681, wherein Hon'ble Apex Court have held:-

"that the burden of proof was on the workman to show that he had worked for 240 days in the preceding 12 months prior to his alleged retrenchment u/s 25F of the Industrial Disputes Act, 1947. It is also held that it is improbable that a person working in a Local Authority would not be in possession of any documentary evidence to support his claim before the tr. Apart from muster rolls he could have shown the terms and conditions of his offer of appointment and the remuneration received by him for working during the afore mentioned period. He even did not examine any other witness in support of his case."

(g). In the case of Chief Engineer, Ranjit Sagar Dam and another Vs. Sham Lal, 2006 AIR SCW 3574, wherein the

Hon'ble Apex Court have held:

"Fact that workman had worked for 240 days or more in year immediately preceding termination Burden of proof Burden is on workman not on employer-delay of nine years in seeking-no relief could be given to claimant." Manager, RBI, Bangalore vs. S. Mani & Ors., on 14.3.2005 AIR 2005 Supreme Court 2179 have held that, merely the completion of 240 days of continuous service by the workmen by itself does not give rise to claim of permanence in the employment Hon'ble Supreme Court have held that:-

"It may not be out of place to mention that completion of 240 days of continuous service in a year may not by itself be a ground for directing an order of regularization. It is also not the case of the Respondents that they were appointed in accordance with the extant rules. No direction for regularization of their services was, therefore, could be issued."

Therefore, in view of the foregoing discussion and law laid down by the Honourable court as discussed above, I am of the considered opinion that the Petitioner has failed to establish that his services have been terminated by the Respondent in contravention of provision of section 25F, 25G, 25H of the Act. Thus, the issue is decided against the petitioner.

Issue No. II:-

In view of the foregone discussion and finding given at Issue No. I, the action of the Respondent management has been found legal and justified. Therefore, the action of the Respondent management in terminating the services of the petitioner has been found legal and justified. Therefore, petitioner is not entitled to any relief, and petition is deserved to be dismissed.

AWARD

In view of findings given at Issue No. I and II, the action of Respondent management in terminating the services of petitioner, vide order dated 27-06-2013 is held legal and justified. The Petitioner devoid of merit hence stands dismissed. Reference is answered accordingly.

Transmit as per provision of I.D Act.

Dictated to Smt. P. Phani Gowri Personal Assistant, transcribed by her, corrected and signed by me on this 14th November 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: Sri Dumpa Rama Rao

Witnesses examined for the
Respondent

MW1: Sri Laveti Anantha Rao

Documents marked for the Petitioner

- Ex.W1: Photostat copy of the Termination letter dt: 10.07.2013
Ex.W2: Photostat copy of letter issued by DCL, Srikakulam to Petitioner dt: 18.01.2014
Ex.W3: Photostat copy of representation to the ALC (C), Visakhapatnam dt:20.01.2014
Ex.W4: Photostat copy of the wage particulars dt: 05.02.2013
Ex.W5: Photostat copy of the wage particulars dt: 28.02.2013
Ex.W6: Photostat copy of the wage particulars dt:30.03.2013
Ex.W7: Photostat copy of the wage particulars dt: 04.05.2013
Ex.W8: Photostat copy of the wage particulars dt: 31.05.2013
Ex.W9: Photostat copy of P.F. Contribution Voucher dt: 03.10.2010
Ex.W10: Photostat copy of P.F. Contribution Voucher dt: 31.08.2012
Ex.W11: Photostat copy of bank pass Book

Documents marked for the Respondent

NIL

नई दिल्ली, 28 जनवरी, 2026

का.आ. 120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आंध्र प्रदेश ग्रामीण विकास बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (246/2014) प्रकाशित करती है।

[सं. एल-12012/56/2014-आई.आर.(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 28th January, 2026

S.O. 120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 246/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Andhra Pradesh Grameena Vikash Bank and their workmen.

[No. L-12012/56/2014- IR (B-I)]

SALONI, Dy. Director

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

Present: **Sri IRFAN QAMAR**
Presiding Officer

Dated the 14th day of November 2025**INDUSTRIAL DISPUTE No. 246 of 2014**

Between:

Baswa Govinda Raju, S/o Mohan Rao,
Age 37 years, Occ: Ex: Casual Messenger,
R/o New Bus Stant, Ponduru (Village),
Srikakulam District-532168

..... Petitioner

AND

1. Andhra Pradesh Grameena Vikas Bank,
H.No.25-//1, 1st Floor, Opp: Life Line Hospitaal,
Ramnagar, Hanumakonda,
Warangal District, Telangana State,
Rep. its Chairman
2. Andhra Pradesh Grameena Vikas Bank,
Ramakrishna Junction,
Srikakulam, Andhra Pradesh.
Rep. by its Regional Manager

.... Respondent

Appearances:

For the Petitioner : Sri Y. Ranjeeth Reddy, Advocate

For the Respondent: Sri V. Uma Devi, & N. Srinivas Advocate

AWARD

The Government of India, Ministry of Labour Vide order No.L-12012/56/2014-IR (B-I) dated 17th November 2014, as referred this industrial dispute under class D of sub Section(1) and Sub section (2) A of section 10 of Industrial Disputes Act, 1947, for adjudication by this tribunal.

SCHEDULE

1. “Whether the action of management of Andhra Pradesh Grameen Vikas Bank, represented by Regional Manager Srikakulam, in terminating the services of Sri Baswa Govinda Raju, ex-casual messenger, Vendangi branch, is legal and justified? If not, what relief the workman concerned entitled to?”

2. After receipt of the aforementioned reference, it was numbered as ID No. 246 of 2014, and notices were issued to both the workman and the management and same was served on both the parties.

In response to the notice, Petitioner appeared and filed claim statement with the averment that he was appointed as casual messenger on April 1997 in the Vandangi Branch of Respondent bank on payment of Rs. 10/- per day. Further, it is averred that he worked continuously without any break to the entire satisfaction of his superior officer, and there was no complaint whatsoever nature against the petitioner in his entire service. Further, it is alleged that Respondent did not issue any appointment letter or pay slip to the petitioner during his service, and petitioner used to sign on the voucher at the time of taking salary. The salary was sometimes credited to the petitioner's savings bank account in the Vandangi branch. Further, it is submitted that the Respondent management deducted the amount from the petitioner's salary towards the contribution of the provident fund for the months of June, July, and August 2012. Further, Petitioner alleged that the Respondent has terminated the petitioner from his service by order dated 10th July 2013 without conducting any inquiry, notice pay, or compensation or conducting any inquiry. The termination order of the petitioner is illegal, arbitrary, and contrary to the provision of the Industrial Disputes Act. Further, it is alleged that Respondent has terminated the petitioner from service in violation of the provision of sections 25 F, 25 G, and 25 H of Industrial Disputes Act. Further, it is alleged that Petitioner requested the Respondent several times for reinstatement, but the Respondent keep postponing the matter on some pretext or the other. The petitioner gave representation dated 20th January 2014 to the Deputy Commissioner of Labour, Srikakulam, requesting him to intervene in the matter and to direct the Respondent to reinstate the petitioner in service. Further, it is alleged that the petitioner made a representation dated 20th January 2014 to the Assistant Labour Commissioner, Visakhapatnam, requesting to intervene the matter, and Assistant Labour Commissioner issued notices to the Respondent for joint meeting- conciliation proceeding but the Respondent refused to reinstate the petitioner into service. After several meetings, the Assistant Labour Commissioner, Visakhapatnam, close the conciliation meeting and sent the figure report to the government of India. Therefore, prayed to direct the respondent to reinstate the petitioner in his service with full back wages by setting aside the termination order.

3. Per contra, Respondent has filed counter. He has contended that the petitioner was engaged as a casual labour by the respondent to meet the exigencies of the work, and soon after the exigency were met, the term of casual labour would automatically come to an end. Therefore, the same cannot be described as a termination of services by the Respondent. Further, it is contended that undisputedly Petitioner was engaged on casual basis, but the petitioner has no right to claim continuity of permanency of the service.

Further, it is submitted that during the engagement of Petitioner as a casual labour, there were many complaints against the petitioner while working as at the Vandangi branch, and he has committed the irregularities and certain misconduct. The petitioner also availed subsidy loans in the name of his relative in a clandestine manner. Further, it is alleged that while Petitioner was engaged as a casual labour on daily wages at Respondent branch, he has resorted to fraudulent activities such as taking loan from the customers of the bank, misguiding bank customer not to repay the loan, and also accepting the credit moves made by the customers towards bank deposit without the knowledge of the bank staff. Therefore, it is prayed to dismiss the petition as not maintainable.

In support of the petition, petitioner has filed oral evidence, has produced witness WW1, and also filed documentary evidence, exhibit W1 to W10. These documents can be described copy of the termination letter dated 10th July 2013, exhibit W1, copy of the letter issued by DLC dated 18th July 2014, exhibit W2, copy of the representation to ALC, Visakhapatnam, exhibit W3, copy of the wage particulars from exhibit 4 to exhibit 8, copy and of the PF contribution voucher exhibit W9; copy of the PF contribution voucher exhibit W10; and copy of the bank passbook exhibit W11. On the other hand, Respondent has examined witness MW1, and no documentary evidence was filed.

4. Heard the argument of the learned counsel Petitioner for either parties, Petitioner has also filed written arguments.

on the basis of Pleadings and submissions of either parties, the following issues emerge for determination in this case:

1. Whether the action of the management of Andhra Pradesh Grameena Vikas Bank, represented by Regional Manager Srikakulam in terminating the services of Shri B. Govinda Raju ex-casual messenger, Vandangi branch, is legal and justified?
2. To what relief, if any, workman is entitled to?

Finding

Issue No. I:-

Petitioner has alleged that he was appointed as a casual messenger in April 1997 on payment of Rs. 10 per day and had worked continuously without any break to the entire satisfaction of the superior officer. Further, it is

alleged that Petitioner has terminated from service by the Respondent vide order dated 10th July 13, without conducting an inquiry, notice pay, and compensation, in violation of provisions contained under sections 25F, 25G, and 25H of the Industrial Disputes Act. On the other hand, Respondent has denied the allegation and contended that the petitioner was engaged as a casual labour by the Respondent to meet exigencies of the work, and soon after the exigencies are met, the term of casual labour automatically would also come to an end. Therefore, same cannot be described as a termination of service by the Respondent. It is undisputed that the petitioner had worked in the Respondent branch as a casual labour on a daily wages basis. Now, we would examine the legality of the termination of the petitioner from service by the Respondent.

In this regard, the relevant provisions contained under section 25F of the ID Act are extracted as here under:-

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.

[xxx]

- (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].

As per provision, contained the 25F, the condition precedent for retrenchment is that the petitioner had worked for 240 days continuously in a 12-month just preceding the date of his termination, and burden of proof lies upon the shoulders of the petitioner to prove this fact. In support of his allegation, the petitioner has examined himself as WW1, and in chief statement affidavit, the petitioner has stated that he was appointed as casual messenger on April 1997 in the Respondent bank branch and had worked continuously without any break to the entire satisfaction of the superior officers, and he has been terminated from service by the Respondent by vide order dated 10th July 2013. This witness was cross-examined by the Respondent's counsel, and in his cross-examination, WW1 has stated that he joined in the Respondent bank on a daily wage basis, and for the first two years, he was paid weekly. Further, witness State WW1 states that he was regularly employed but was not issued any appointment letter from the Respondent bank. WW1 states that he used to allotted work on a daily basis and used to file the vouchers. Further, witness WW1 state that initially, he was getting wages in the form of cash, and he used to get pay slips for the wages drawn by him. He has filed the pay slip. The document filed by the petitioner are: Exhibit W1 is the copy of the termination order, which goes reveals that the petitioner, B. Govinda Raju, was engaged as a casual labour, and the competent authority has decided to discontinue his services as a casual labour with immediate effect vide letter dated 10th July, 2013. Furthermore, Ex: W5 to W9 are the copy of the wage particulars of the Petitioner workman. The perusal of Ex W5, Ex W6, Ex W7, Ex W8, Ex W9 goes to reveal that the Respondent has paid wages to the Petitioner for the month of January 2013, February 2013, March 2013, April 2013, May 2013, according to number of days he has worked. Further, it goes to reveal that Petitioner has worked as a daily wagger for these 5 months and he has been paid daily wages accordingly.

Petitioner failed to produce any cogent and reliable evidence to prove the fact that he had worked for 240 days continuously with the Respondent in a calendar year just preceding from date of his termination i.e., 10th July 2013. Therefore, Petitioner failed to discharge his burden of proof to prove the fact of 240 days of continuous service which is imperative condition of retrenchment as enshrined under section 25F of the ID Act.

Thus, petitioner has failed to discharge the burden of proof regarding 240 days of continuous service just preceding the date of his termination. Whereas Respondent has examined witness MW1 in support of his contention, who has categorically in his chief statement has stated categorically that petitioner was engaged as a casual labour by the Respondents, and the petitioner was well aware of the fact that the engagement is not permanent. Therefore, there is no permanency of the service, and hence the question of termination of the petitioner's service by the Respondent does not arise. Further, witness MW1 states that as soon as the exigency of the work is completed, the person engaged for the purpose of such work would naturally become redundant. Hence, the engagement of such a person is for a specific purpose, and the person so engaged cannot claim either continuity or permanency or treatment on par of with the regular employees. Further, this witness, MW1, was cross-examined by the petitioner counsel, but nothing has been elicited in cross-examination to discredit the testimony of the witness MW1.

Further, the Respondent has also relied upon the decision of the Supreme Court in the case of Himanshu Kumar Vidyarthi Vs State of Bihar, date of decision 26th March 1997, wherein the Honourable Supreme Court held that daily wagers have no right to post, and their disengagement is not arbitrary. Since they are temporary employees working on daily wages, their engagement from service cannot be treated under Industrial Disputes Act, 1947.

Thus, in view of the above, the petitioner has failed to discharge his burden of proof that he has been

retrenched in contravention of the provisions contained in Section 25(f) of the ID Act. As regards the burden of proof, certain decisions of the Honourable Supreme Court are Relevant regarding Burden of Proof In case of Retrenchment, of workman which are being discussed as hereunder: -

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

"It was the case of the workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year."

(b). In the case of Mohan Lal v. Management, BEL 1981 SCC P. 225. Hon'ble Apex Court held:-

"Before a workman can claim retrenchment, not being in consonance of Section 25 of the ID act he has to show that he has been in continuous service of not less than 1 year with the employer who had retrenched him from service The Hon'ble Apex Court in this case also laid down the principle of how to count 240 days of service within one year and held: "Clause (2)(a) provides for a fiction to treat a workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered service period of 240 days during the period of 12 calendar months for counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

(c). In the case of GM., BSNL and others V. Mahesh Chand AIR 2008 SC (Supp) 1328, wherein the Hon'ble Apex Court have held,

"It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

(d). In the case of Range Forest Officer Vs. S T Hadimani AIR 2002 SC page 1147, wherein Hon'ble Apex Court have held,

"the onus lies upon claimant to show that he had in fact worked for 240 days in a year-In absence of proof of receipt of salary or wages record of appointment, filing of an affidavit by workman is not sufficient evidence to prove that he had worked for 240 days in a year preceding his termination."

(e). In the case of Essen Deinki Vs. Rajiv Kumar, AIR 2003 SC 38 the Hon'ble Apex Court have held,

"It was for the employee concerned to prove that he has in fact completed 240 days in the last preceding 12 months' period."

(f). In the case of Municipal Corporation, Faridabad Vs. Siri Niwas AIR 2004 SC 4681, wherein Hon'ble Apex Court have held:-

"that the burden of proof was on the workman to show that he had worked for 240 days in the preceding 12 months prior to his alleged retrenchment u/s 25F of the Industrial Disputes Act, 1947. It is also held that it is improbable that a person working in a Local Authority would not be in possession of any documentary evidence to support his claim before the tr. Apart from muster rolls he could have shown the terms and conditions of his offer of appointment and the remuneration received by him for working during the afore mentioned period. He even did not examine any other witness in support of his case."

(g). In the case of Chief Engineer, Ranjit Sagar Dam and another Vs. Sham Lal, 2006 AIR SCW 3574, wherein the Hon'ble Apex Court have held:

"Fact that workman had worked for 240 days or more in year immediately preceding termination Burden of proof Burden is on workman not on employer-delay of nine years in seeking-no relief could be given to claimant." Manager, RBI, Bangalore vs. S. Mani & Ors., on 14.3.2005 AIR 2005 Supreme Court 2179 have held that, merely the completion of 240 days of continuous service by the workmen by itself does not give rise to claim of permanence in the employment Hon'ble Supreme Court have held that:-

"It may not be out of place to mention that completion of 240 days of continuous service in a year may not by itself be a ground for directing an order of regularization. It is also not the case of the Respondents that they were appointed in accordance with the extant rules. No direction for regularization of their services was, therefore, could be issued."

Therefore, in view of the foregoing discussion and law laid down by the Honourable court as discussed above, I am of the considered opinion that the Petitioner has failed to establish that his services have been terminated by the Respondent in contravention of provision of section 25F, 25G, 25H of the Act. Thus, this issue is decided against the petitioner.

Issue No. II:-

In view of the foregone discussion and finding given at Issue No. I, Petitioner failed to establish that Respondent management has terminated him services illegally. Therefore, the action of the Respondent management in terminating the services of the petitioner held legal and justified. Therefore, petitioner has not entitled to any relief, and petition deserved to be dismissed.

AWARD

In view of findings given at Issue No. I and II, the action of Respondent management in terminating the services of petitioner, B. Govinda Raju vide order dated 10-07-2013 is held legal and justified. The Petition is devoid of merit hence stands dismissed. Reference is answered accordingly.

Transmit as per provision of I.D Act.

Dictated to Smt. P. Phani Gowri Personal Assistant, transcribed by her, corrected, and signed by me on this 14th November 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

WW1: Sri Baswa Govinda Raju

Witnesses examined for the
Respondent

MW1: Sri B. Ragahvendra

Documents marked for the Petitioner

Ex.W1: Photostat copy of representation to the ALC (C), Visakhapatnam Dt:20.01.2014

Ex.W2: Photostat copy of Termination letter dt: 10.07.2013

Ex.W3: Photostat copy of service particulars dt: 01.04.2011

Ex.W4: Photostat copy of letter issued to the Area Manager Srikakulam By the Branch Manager, APGVB Vandrangi dt: 07.02.2007

Ex.W5: Photostat copy of wage particulars dt: 06.02.2013

Ex.W6: Photostat copy of wage particulars dt:28.02.2013

Ex.W7: Photostat copy of wage particulars dt:28.03.2013

Ex.W8: Photostat copy of wage particulars dt:07.05.2013

Ex.W9: Photostat copy of wage particulars dt:31.05.2013

Documents marked for the Respondent

NIL

नई दिल्ली, 28 जनवरी, 2026

का.आ. 121.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (25/2014) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-1)-37]

सलोनी, उप निदेशक

New Delhi, the 28th January, 2026

S.O. 121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 25/2014) 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 Hyderabad and their workmen.

[No. L-12025/01/2026– IR (B-I)-37]

SALONI, Dy. Director

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

Present : **Sri IRFAN QAMAR**
Presiding Officer

Dated the 11th day of December 2025**INDUSTRIAL DISPUTE No. 25 OF 2014**

Between:

C. Tilaknandhan, S/o. Late J.M.C Chinnathambi,

Aged about 54 years, Occ: Cashier (removed),

State Bank of Hyderabad, Moulali Branch, Secunderabad,

R/o. H.No.6-2-306/1, Nirmal Nagar,

Sainikpuri Post, Secunderabad- 500094.

.....

Petitioner

AND

1.The Chaiman and Managing Director,

State Bank of Hyderabad, Gunfoundary,

Hyderabad- 50001.

2. The Chief Manager (Personnel),

State Bank of Hyderabad, Peronnel Department,

Head Office, Gunfoundary, Hyderabad-I.

3. The Assistant General Manager,

State Bank of Hyderabad, Region-III,

Zonal Office, Begumpet, Secunderabad.

.... Respondent

Appearances:

For the Petitioner : Sri B. Kiran Kumar , Advocate

For the Respondent: Sri Y. Ranjeeth reddy , Advocate

ORDER

Present petition has been filed by the Petitioner, C. Tilaknandan, against the Respondent Chairman and Managing Director, State Bank of Hyderabad, Gun Foundry Hyderabad, and Chief Manager Personnel and Assistant General Manager of the State Bank of Hyderabad, under Section 2 A (2) of the Industrial Disputes Act 1947, with the prayer to declare the action of the Respondent vide proceeding dated 22nd March 2011 informing the Petitioner that competent authority advised that he has voluntarily vacated of service with effect from 21st April 2011, is bad in law arbitrary and violation of the principles of natural justice hence, liable to be said aside.

2. Notice served upon the Respondent. The Respondent filed counter.

3. The fact in belief culled out from the records are that the Petitioner after his retirement from the Indian Army, applied for recruitment to the post of watchman in the State Bank of Hyderabad, and in pursuance of the process of selection he was selected to the post of watchman cadre under subordinate cadre vide order dated 21st February 1998. After completion of probation period of six months successfully he was confirmed on the post

vide order dated 8th October 1998. Further, Petitioner appeared for a promotional examination from subordinate to clerical cadre and he appeared in interview for the post of clerical cadre on 10th July 2003, and got selected as clerk in the year 2003, and was transferred and posted to Huzurabad Branch, Karimnagar.

Further, it is submitted that Petitioner was regularly elected as a Bench Secretary in successive elections of the State Bank of Hyderabad Staff Association in the year 2007, and due to said reason Petitioner was subjected to harassment and a vindictive transfer for his activity in the association. He was subjected transferred from the Huzurabad branch to Moula Ali branch, Hyderabad, vide order dated 5th December 2009. Petitioner joined the transferred place but, after working until 27th May 2010, he was forced to be absent due to ill health. While so, Petitioner was issued a memo dated 28th June 2010 stating that was absent from duty from 27th May 2010 without informing the bank. It is submitted that Petitioner was alone at home and as such he could not inform the Respondent about his ill health. As the Petitioner was undergoing treatment in a private hospital, he could not receive the notice from the Respondent. As the Petitioner received the notice dated 28th June 2010, he submitted a representation dated 18th February 2011, informing the Respondent that he was not well and intended to join immediately after his recovery from ill health. Petitioner submitted that the Respondent bank authority, SBH Region, Third Zonal Office, Secunderabad, vide its letter dated 22nd March 2011, informed the Petitioner that the competent authority has unilaterally taken a decision that the Petitioner has voluntarily vacated the service with effect from 24th January 2011 and advising the Petitioner not to have any further correspondence in this regard. Petitioner further submit that he was undergoing the cardiological problem from the mid-2010, which has resulted in breathlessness, chest pain, and other related sudden developments in his health. Petitioner has joined the Sigma Hospital Secunderabad, on 9th February 2011, and after undergoing treatment there up to March 2011, was advised complete bed rest. But again he has developed the same problem in the month of February 2012 and again he was admitted for treatment in Yashoda Hospital, Secunderabad, on 24th February 2012, and got discharged on 28th February 2012, Petitioner has enclosed all the health certificates in evidence as Annexure X. Petitioner was continuously undergoing treatment for cardiac problem from January 2011 to till June 2012, and Respondent has declared Petitioner as he has voluntarily vacated the service with effect from 24th July 2011 holding that he was unauthorizedly absent from 25th July 2010, vide letter dated 25th January 2012, Petitioner has rendered spotless service from 30th March 1998 till 27th May 2010 and he has been in the employment of the Respondent in a confirmed post. Accepting the fact that he was absent from duty on medical ground Petitioner has not committed any illegality. Respondent having full knowledge of the precarious health condition of the Petitioner treated him as unauthorizedly absent and also unilaterally declared that he voluntarily vacated the service without any such voluntary action on the part of the Petitioner. Respondent did not issue any memo to Petitioner and not called for any explanation and did not prefer to hold any inquiry into the subject. The action of Respondent vide order dated 22nd March 2011, intimating the Petitioner that the competent authority has unilaterally decided that the Petitioner has voluntarily vacated the service with effect from 24th January 2011, is absolutely illegal, arbitrary, and violative of the principles of natural justice. Petitioner prayed that the action of Respondent vide letter dated 22nd March 2011, informing the Petitioner that competent authority advised the Petitioner that he has voluntarily vacated the services with effect from 21st April 2011 is illegal and liable to be set aside and Respondent be directed to reinstate the Petitioner into service with all consequential benefits, such as pay and allowances, continuity of service, and seniority.

4. Per contra Respondent has filed counter and has contended therein that present industrial dispute raised by the Petitioner is not maintainable either in law or in fact. Respondent denies all the allegations made in the claim petition except those that are specifically admitted therein. Further, it is contended that Petitioner was selected for the post of watchman, and he joined the service on 23rd March 1996. Further, Petitioner appeared for the promotional examination from subordinate to clerical cadre and was promoted to the post of clerical cadre in the year 2003, he was transferred and posted at Huzurabad branch, Karimnagar, as award staff in 2003. Petitioner was transferred to Moulali branch, Hyderabad, in the year 2009, after working for around six years in the Huzurabad branch. Petitioner was not subjected to any harassment or vindictive transfer for his union activities in the association.

Further, Respondent contended that Petitioner himself admit that he was absent from duties after 27th May 2010, and he has not made any communication with his superior-Respondent bank and did not report for duty in spite of receiving the notice dated 28th June 2010. The allegation of the Petitioner that he was absent due to ill health is self-contradictory, as on the one hand, the Petitioner states that he was alone at home, and on the other hand, the Petitioner states that he was undergoing treatment in the private hospital and as such he could not receive the notice. It is pertinent to note that the Petitioner is silent about the nature of the illness, treatment and details of the alleged private hospital, etc., which itself establishes that the Petitioner is not coming out with the true and correct facts. Further, it is contended that the Petitioner was absent from duties from 27th May 2010, without any intimation and first notice was served on the Petitioner on 24th November 2010, directing him to report for duty within 30 days from the date of the notice and same was acknowledged by him. In spite of receipt of first notice, Petitioner failed to report for duty within the stipulated period. Thereafter, second notice was served on the Petitioner on 24th December 2010, calling upon the Petitioner to report for duty within 30 days from the date of receipt of the said notice. Even after receipt of second notice Petitioner has neither reported to duty nor sent any intimation to the bank about his absence

from duty. Further it is contended that Petitioner submitted a representation dated 18th February 2011, only after receiving the advice from the competent authority that the Petitioner has voluntarily vacated his service vide letter dated 24th January 2011. Further, it is submitted that as per (33) of the VIII Bipartite settlement dated 2nd June 2005, an employee is deemed to have voluntarily vacated his employment when he exceeds 90 days of absence in spite of notice. Thus, the dismissal of the employee was in accordance with Bipartite settlement and in terms of extend guidelines, vide H.O. circular No. PR 2006/2007/60 dated 31st October 2006.

Further, it is contended that alleged medical record submitted by Petitioner pertain to the period after his voluntary vacation of service and not relevant. Respondent bank has followed the procedure strictly in accordance with the law and also guidelines in issuance of the termination proceeding against the Petitioner. Therefore, Respondent bank has not committed any illegality or irregularity in terminating the service of the Petitioner. Respondent has prayed to dismiss the claim of the Petitioner and to pass nil award.

5. In support of the averment of claim petition, Petitioner has filed chief statement, affidavit of witness WW1, and has also filed documents in support of claim, which has been exhibited as Exhibit W1 to W12. On the contrary Respondent has filed chief statement affidavit of the witness MW1, and also filed the document Exhibit M1, M2, M3, M4, M5, M6. Both sides have also filed their written submissions.

6. Ongoing pleading and submission of either party, following issues emerge for determination in present case: -

I. Whether the action of Respondent management vide letter number R3/GR1/Staff/3576 dated 24.01.2011, informing the Petitioner that since Petitioner have failed to report for duty, therefore, he is deemed to have voluntarily vacated his employment from 24.01.2011, as per clause 33 of the Eight Bipartite settlement dated the 2nd June 2005, circulated vide Head Officer Circular no. PER/2005-06/16 dated the 17th June 2005, is legal and justified?

II. To what relief, if any Petitioner is entitled to?

Findings

ISSUE NO. I: -

7. Petitioner in his Petition has claimed that he was posted as a clerk in the year 2003 and transferred to the Huzurabad branch, Karimnagar and thereafter, vide letter dated 5th December 2009, he was transferred from Huzurabad branch to the Moula Ali branch, Hyderabad, and he joined duty at transferred place. But after working there up to 27th May 2010, he was absent from duty due to ill health, and has undergone the treatment of cardiac problem. Respondent has treated him as unauthorizedly absent from duty and vide letter dated 22nd March 2011, has informed him that the Petitioner had voluntarily vacated the services with effect from 24th January 2011. The reason for his absence from duty was his illness for which he was undergoing treatment.

8. In order to corroborate his averment Petitioner has filed the Chief examination statement of WW1 and therein WW1 has reiterated the averment made in claim petition. Further, WW1 was cross-examined by the Respondent's counsel and in cross-examination, WW1 has stated that It is true that he was promoted from subordinate cadre to clerical cadre in year 2003 and was posted at Huzurabad branch, Karimnagar District. Thereafter, he was transferred to Moulali branch in the year 2009. WW1 states that it is true that he worked from 2003 to 2009 at Huzurabad Branch. It is true that he was elected as Branch Secretary in 2007, and he cannot say about contents of para-No.8 of his affidavit regarding unfair labour practice and frequent transfers. Further, WW1 state it is true that through letter dated 28-6-2010 he was called to join the duty immediately which is marked as Ex. M1. It is true that vide Notice dated 24.11.2010 he was advised to report to duty within 30 days. The copy of the same is marked as Ex. M2. It is true that he was issued with 2nd notice dated 24.12.2010 advising him to report to duty within 30 days from the date of notice which is marked as Ex. M3. Further, WW1 states that It is true that he was issued with a letter dated 24.1.2011 stating that Petitioner vacated employment voluntarily as per clause 33 of VIII Bipartite settlement dated 2.6.2005, and that is marked as Ex. M4. It is true that after receipt of Ex. M4, he made a representation dated 18.2.2011 to Respondent and Respondent gave a reply dated 22.3.2011 which is marked as Ex. MS. WW1 states that he is not aware about the circular dated 31.10.2006 issued by the Respondent. It is not true to suggest that he had not made any representation during 27.5.2010 to 24.1.2011 regarding his illness. Witness adds that he was admitted in Hospital due to Heart Stroke and his wife and son had informed the Respondent and in turn Respondent had issued a letter in favor of M/s Sigma Hospital for free treatment. WW1 admitted that he not filed copy of such letter before this court It is not true to suggested that Petitioner's wife and son approached or intimated the bank regarding illness of Petitioner, and he is deposing false. Further, WW1 admitted that it is true that I have not made any representation to the Respondent regarding my illness during 27.5.2010 to 24.1.2011 even after receipt of notices from Respondent regarding my unauthorized absence.

9. Thus, from the above statement of WW1 in cross-examination it is established that the Petitioner did not make any representation during the period of his absence from duty commencing from 27th May 2010 to 24th January 2011, further he did not intimate to Respondent regarding his illness or apply for permission or leave. Further, WW1

also admitted the to recover notice dated 28th June 2010, called him to join the duty immediately and also notice dated 24th November 2010 whereby he was again advised to report for duty within 30 days. Further, witness WW1 has admitted that even after receipt of notice from Respondent for his unauthorized absence from duty, he did not make any representation to the Respondent regarding his illness. Petitioner has also filed document in evidence, but these documents do not pertain to the period of unauthorized absence of Petitioner from his duty. Petitioner has not filed any document in evidence to justify his absence from duty during the 1st and 2nd notice sent by Respondent and acknowledged by Petitioner i.e., Moreover, he could not produce any document. Prescription and Medical Certificate from treating doctor in evidence pertaining to his illness and treatment during his absenteeism period from duty between 27.05.2010 to 24.01.2011. Thus, for the want of relevant and cogent evidence, the plea of Petitioner that due to illness he was absent from duty is not tenable.

10. On the contrary, Respondent has filed chief statement affidavit of witness MW1 and in his sworn testimony MW1 has stated that Petitioner was transferred to Moula Ali branch in the year 2009 and he joined his duty and worked up to 27th May 2010. Further, MW1 stated that the Petitioner himself admits that he was absent from duties after 27 May 2010, and he has not made any communication with his superiors of Respondent bank and did not report for duty in spite of receiving notice dated 28th June 2010. Further, witness stated that the allegation of the Petitioner that he was absent due to ill health is self-contradictory, as on the one hand, the Petitioner states that he was alone at home, and on the other hand, he stated that he was undergoing treatment in a private hospital and as such he could not receive the notice. Further, Petitioner is silent about the nature of the illness and about the treatment and details of the alleged private hospital, etc. In the absence of such evidence the plea of the Petitioner is not established. Further, the witness MW1 states that the Petitioner was absent from duty since 27.05. 2010 without any information. Respondent served the first notice to the Petitioner on 24th November 2010, directing him to report for duty within 30 days from the date of the notice, and the same was acknowledged by him. In spite of receipt of the notice, the Petitioner failed to report for the duty within said period. Therefore, a second notice was served on the Petitioner on 24th December 2010, calling upon the Petitioner to report for duty within 30 days from the date of receipt of the said notice. But even after receipt of the said second notice, Petitioner neither reported to duty nor sent any intimation to the bank about his absence from duty. Further, witness MW1 stated that, as per clause 33 of the VIII bipartite settlement dated 2nd June 2005, an employee is deemed to have voluntarily vacated his employment when he exceeds 90 days of absence in spite of the notice. Hence, the dismissal of the employee via letter dated 24th January 2011 was in accordance with the bipartite settlement and in terms of extant guidelines vide H.O. circular dated 31-10-2006. Further, the witness stated that the allegation of the illness period, treatment, and hospitalization, etc., of the Petitioner is self-contradictory and cannot be and is not believable. Further, MW1 states that the Petitioner himself has specifically admitted in his petition that he was under treatment from January 2011 till June 2012, whereas Petitioner was absent from duty since 27th May 2010 without any information/sanction of leave. MW1 states that alleged medical records submitted by Petitioner pertain to the date after his voluntary vacation of the service, and no other particulars have been submitted by the Petitioner. MW1 states that Petitioner was given sufficient time to explain the reason for his unauthorized absence. Respondent bank has followed the procedure strictly in accordance with the law and also the guidelines in vogue before issuance of the termination proceeding against the Petitioner. Thus, the Respondent bank has not committed any illegality. In terminating the services of petitioner.

11. Witness MW1 has also exhibited the documents in evidence Exhibit M1; Exhibit M2, M3, M4, M5; and M6. The perusal of the document Ex. M1 goes to show that notice dated 28th June 2010 was sent by the Respondent to the Petitioner, C. Tilaknandhan, regarding his unauthorized absence from duty since 27 May 2010, and that was acknowledged by the Petitioner. Exhibit M2 is the notice dated 24th November 2010 sent by Respondent bank to the Petitioner, C. Tilaknandhan, with reference to his unauthorized absence from duty. Further, it was also got received and acknowledged by the Petitioner. The second and final notice, Exhibit M3, was sent on 24th December 2010 by the Respondent, and it is mentioned therein that the Petitioner was advised once again to report for duty within 30 days from the date of the notice and explain the reason for his unauthorized absence and failing which, it will be deemed that he had voluntarily vacated his employment on expiry of the said period, as per clause (33) of the settlement of 2005. This notice was also acknowledged by the Petitioner on 4th January 2011. Document Exhibit M4 is the letter dated 24th January 2011, and it is mentioned there in that Petitioner has failed to report for duty therefore, he was deemed to have voluntarily vacated his employment from 24th January 2011, as per (33) of the bipartite settlement dated 2nd June 2005 and circular dated 17th June 2005. The order of competent authority in the matter of voluntary cessation of employment by C. Tilaknandhan, cashier clerk Murali, was annexed with this letter whereby the authority has passed the order that the Petitioner employee is deemed to have voluntarily vacated his employment from 24th January 2011, as per circular dated 17th June 2005.

The order dated 24.01.2011 passed by the Respondent Authority in respect of employee deemed to have voluntarily vacated has employment from 24.01.2011 is extracted here under: -

“Sri C. Tilakanadan, Cashier Clerk, Moulali branch has been unauthorized absents from duty. Therefore, he was advised vide Notice I vide letter dated 24.11.2010 to report for duty within 30 days from the date of the notice. The employee failed to report for duty within the said period. Thereafter, Notice (Final Notice) vide letter dated 24.12.2010 was served on the employee calling upon him to report for duty within 30

days from the date of the said notice.

The above letters were sent to the last known address furnished by the employee to the Bank. Considering the provisions of the Bipartite Settlement, it is deemed that they are duly served on the said employee.

Further, records indicate that no prior permission has been obtained from the Competent Authority for his absence as his absence exceeds more than 90 days, he has committed breach of Clause 33 of Eighth Bipartite Settlement and despite giving further opportunity as stated above, he failed to respond and report for duty. Therefore, it is clear that he has no intention to report for duty and continue in service.

In view of the foregoing, the employee is deemed to have voluntarily vacated his employment from 24.01.2011 as per Clause 33 of Eighth Bipartite Settlement dated the 2nd June 2005, circulated vide H.O.Cir.No. PER/2005-06/16 dated the 17th June 2005 and it is ordered that he has voluntarily vacated the service."

12. Further, exhibit M6 is the circular dated 31st October 2006, regarding staff award unauthorized absence voluntary cessation from service and Clause (10) of this Exhibit 6 provides as extracted here under: -

"The procedure in respect of the award staff employees working in Head Office Departments is as under

If an employee working in a Departmental exceeds unauthorized absence of 90 days or more, the facts of the case should immediately be informed to chief Manager, Officer Administration Department, who shall undertake to serve first Notice (annexure-I) Second Notice (annexure-II), Order or of the competent Authority (annexure-IV) and Covering Letter (annexure-III) on the delinquent employee as per the procedure given under paras 5 to 7 above."

Thus, MW1 has established that order dated 24.01.2011 has been passed by Competent Authority as per provision of Circular dated 31.10.2006, in respect of Petitioner deemed to have vacated his employment w.e.f 24.01.2011.

Respondent witness MW1 was also cross-examined at length by the Petitioner but nothing has been elicited to make the testimony of witness unbelievable. Rather, statement in chief of MW1 funds corroborated. Thus, in view of the above and ongoing the evidence on record Respondent has passed impugned order Ex: M4 according to rules and procedure as contain in circular dated 31.10.2006, and there is no illegality and infirmity in the order which warrant inference by this court.

13. In this context the reference of decision of Hon'ble Supreme Court of India is relevant where in Apex Court has laid down the principle in the matter of termination of employer on the grounds of absenteeism: -

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

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

(2) Similarly, in the case of North Eastern Karnataka R.T. Corpn. v. Ashappa decided on 12 May, 2006 wherein, the Apex Court had held:-

"Remaining absent for a long time, in our opinion, cannot be said to be a minor misconduct. The Appellant runs a fleet of buses. It is a statutory organization. It has to provide public utility services. For running the buses, the service of the conductor is imperative. No employer running a fleet of buses can allow an employee to remain absent for a long time. The Respondent has been given opportunities to resume his duties. Despite such notices, he remained absent. He was found not only to have remained absent for a period of more than three years, but his leave record were also seen and it was found that he remained unauthorizedly absent on several occasions. In the view of the matter, it cannot be said that the misconduct committed by the Respondent herein has to be treated lightly."

In another case, Delhi Transport Corporation v. Sardar Singh [(2004) 7 SCC 57 the Apex Court held:

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

observance of renders the absence unauthorized."

14. Therefore, in view of the foregone discussion, I am of the view that the action of the Respondent Management in issuing the proceeding dated 24.01.2011 through Ex.M4 informing the Petitioner he has failed to report for duty and he has voluntarily vacated his employment with effect from 24.01.2011, as per clause 33 of Eight Bipartite settlement dated 02-06-2005 and circular dated 17-06-2005, is legal and justified. Thus, Issue is decided against the Petitioner.

ISSUE No. II: -

In view of the finding and discussion given at Issue No. I, the action of Respondent management in passing the order dated 24.01.2011, as per clause 9 of the circular dated 31st October 2006, of State Bank of Hyderabad issued by personnel department through which Petitioner has voluntarily vacated the services is legal and justified. Therefore, Petitioner is not entitled to any relief and petition filed by petition sans merit, deserves to be dismissed.

Award

The action of Respondent Management vide proceeding dated 24th January 2011. Informing the Petitioner that employee is deemed to have voluntarily vacated his employment from 24.01.2011, as per clause 33 of VIII bipartite settlement dated 02.06.2005, circulated vide H.O Circular No. PER/2006-2007/60 dated 17.06.2005 and order that Petitioner has voluntarily vacated the office is legal and justified. Petition sans merit stand dismissed. Award is passed 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

WW1: Sri C. Tilaknadhan

Witnesses examined for the
Respondent

MW1: Sri P.V.N.S Srinivasa Rao

Documents marked for the Petitioner

- Ex.W1: Photostat copy of The copies of certificates relating to his working in the Indian Army. dt:
- Ex.W2: Photostat copy of Lr.No.Per/Gr.VI/AP/WMSC/365 dt: 21.02.1998.
- Ex.W3: Photostat copy of Lr.No.F/5/358 dt: 08.10.1998
- Ex.W4: Photostat copy of Union Lr.No.E/S.A/1 dt:28.06.2000
- Ex.W5: Photostat copy of Lr.No.PPG/PEN.95/180 dated 14.06.200
- Ex.W6: Photostat copy of Lr.No.R.IV/Gr.I dt: 30.06.2003
- Ex.W7: Photostat copy of Lr.No.F/ASSC/180 dt: 14.06.2007
- Ex.W8: Photostat copy of Lr.No.F/2/482 E dt: 05.12.2009
- Ex.W9: Photostat copy of Lr.No.F/Staff dt: 28.06.2010
- Ex.W10: Photostat copy of Lr.No.RIII/Gr.I/Staff/4476 dt: 22.03.2011
- Ex.W11: Photostat copy of The entire health certificates in the case of the Petitioner
- Ex.W12: Photostat copy of Respondents letter dt: 05.06.2012

Documents marked for the Respondent

- Ex.M1: Photostat copy of Letter issued by the respondent to petitioner. Petitioner to Report duty dt: 28.06.2010.
- Ex.M2: Photostat copy of Letter issued by the respondent to petitioner advising.
Petitioner to report duty along with postal acknowledgement dt: 24.11.2011.
- Ex.M3: Photostat copy of Letter issued by the respondent to petitioner advising
Petitioner to report duty along with postal acknowledgement Dt: 24.12.2010.
- Ex.M4: Photostat copy of Letter issued to the Petitioner intimating voluntarily

vacated employment along with dismissal order dt:24.01.2011

Ex.M5: Photostat copy of Reply given to the petitioner for representation dt: 23.03.2011

Ex.M6: Photostat copy of Circular No. PER/2006-2007/60 dt: 31.10.2006

नई दिल्ली, 30 जनवरी, 2026

का.आ. 122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स वेस्ट सेंट्रल रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (16/2021) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-1)-35]

सलोनी, उप निदेशक

New Delhi, the 30th January, 2026

S.O. 122.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of M/s. West Central Railway and their workmen.

[No. L-12025/01/2026— IR (B-I)-35]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/16/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Narayandutt Sharma,

S/o Shri J.P. Sharma,

R/o 1427, Kirana Nagar, Coat Factory Road,

Bhopal (Madhya Pradesh)

Workman

Versues

1. The Chief Personnel Officer,

M/s. West Central Railway, Personnel Department,

Indira Market, Jabalpur (M.P.)

2. The Secretary,

M/s. Rail Adhikari Club,

Narmada Officer Railway Club, Habibganj,

Bhopal (M.P.)

Management

(JUDGMENT)

(Passed on this 5th day of January, 2026)

As per letter dated 15.02.2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. J-1(1-3)/2021-IR dt. 15.02.2021. The dispute under reference relates to:

"क्या श्री नारायणदत्त शर्मा कर्मकार को मैसर्स रेल अधिकारी क्लब द्वारा 14/08/2014 को काम से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए?"

Case of the Workman is mainly that, he was first appointed as Caretaker on 01.07.2006 in the Narmada Railway Officers Club and has worked continuously with the Management till 14.08.2014 when his services were terminated without any notice or compensation which is in violation of Section 25F and 25G of the Act. He had put in 08 years in continuous service and had thus acquired permanent status. The Management has thus adopted unfair labour practice in continuing him in service without granting him benefits of a permanent employee. He raised a dispute in this respect before the concerned Labour Commissioner, but after failure of conciliation this reference was made to this Tribunal. The Workman has thus prayed that, holding dismissal of his services unjust, illegal, improper and arbitrary he be held entitled to be reinstated with all back-wages and benefits.

Case of the Management of Railway Club and Personnel Department West Central Railway has put their written statement of defense is that Western Railway has nothing to do with the Working of this Club as it is not a part of Railways in fact this is a club formed by Railway Officers to provide recreational facilities to its members who are Officers of Railways and their families. The Railway Club employs labour for its working. There is no relation of employer and employee between the Railways and the Workman. Also, it has been stated that, Railway Club itself is not an industry and also that workman never worked continuously for 240 days in any year. They have prayed that reference be answered against the Workman.

In evidence, the Workman has filed his affidavit as his examination in chief. He has been cross-examined by Management. The Management of West Central Railway has filed affidavit of its witness as his examination in chief. He has also been cross-examined by the Workman side.

The bylaws of the Railway Club have been filed

I have heard argument of Learned Counsel Mr. Swapnil Khare for the workman and Mr. S.K. Gupta for the Management. I have gone through the record as well.

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

In his evidence, in form of Affidavit, the Workman has reiterated his allegations in the statement of claim as stated above. In his cross-examination, he admits that no advertisement for the post was released. No appointment letter was issued. No examination or test was conducted for appointment. Only he was assured to get his Casual Card, which was never issued. He Also stated that, his duty was from 7.00 AM to 10.00 P.M. and 05.00 P.M. to 09.00 A.M. and also that his attendance was taken in the Attendance Register of the Club. The Officers used to attend the Club for recreation and parties as well playing games.

On the other hand, the Management witness has corroborated the pleadings by the side of Management in his affidavit, stating that Railway Club has nothing to do with Railways, rather it is a separate Club constituted by Railway Officers who are its members. The purpose of this Club is for providing recreational facilities to Officers and their families. Also, he stated that wages are paid by the Railway Club and not by Railways and that the workman did not worked for 240 days continuously in any year.

In his cross-examination, the witness has stated that this Club is a Registered Organization, the workman who worked as a care-taker but was not on regular basis.

The Bye-Laws of Railway Club are on record shows the purpose of the Club. According to Bye-Laws, the duty of the Club is to provide facilities of recreation and gatherings to their families. The Railway Officers, who are in service or retired, will be its members. There are also provisions for Management of this Club.

Except the affidavit of the workman there is nothing on record in form of any appointment slip, wage slip or any other document to show that he was engaged by Railways. Hence, the relationship between the Workman and Railways with regard to employee and employer status is held not established. The Workman is held to have been engaged by the Railways Club, as admitted by the Workman himself. His work was for few hours in morning and evening in the Club.

Section 2s of the Act is being reproduced as follows:

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

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

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

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding

ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

In the light of above discussion, holding the claim of the Workman not proved. The reference deserves to be answered against him.

AWARD

Holding the action of Management of M/s. Rail Adhikari Club in terminating the services of Mr. Narayandutt Sharma from 14.08.2014 is legal and justified in law. The workman is held entitled to no relief.

No order as to cost.

DATE:- 05/01/2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जनवरी, 2026

का.आ. 123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स वेस्ट सेंट्रल रेलवे के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (18/2021) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-1)-36]

सलोनी, उप निदेशक

New Delhi, the 30th January, 2026

S.O. 123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 18/2021) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. West Central Railway and their workmen.

[No. L-12025/01/2026- IR (B-I)-36]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/18/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Deepak Singh,

S/o Shri Manmohan Singh,

L-9, Katara Hills, Sant Asharam Nagar,

Phase-III, Laharpur,

Bhopal (M.P.) - 462043

Workman

Versues

1. The Chief Personnel Officer,
M/s. West Central Railway, Personnel Department,
Indira Market, Jabalpur (M.P.)
2. The Secretary,
M/s. Rail Adhikari Club,
Narmada Officer Railway Club, Habibganj,
Bhopal (M.P.)

Management

(JUDGMENT)

(Passed on this 5th day of January, 2026)

As per letter dated 15.02.2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. J-1(1-4)/2021-IR dt. 15.02.2021. The dispute under reference relates to:

"क्या श्री दीपक सिंह, कर्मकार को मैसर्स रेल अधिकारी क्लब द्वारा 31/12/2015 को काम से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए?"

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Case of the Management of Railway Club and Personnel Department West Central Railway has put their written statement of defense is that Western Railway has nothing to do with the Working of this Club as it is not a part of Railways in fact this is a club formed by Railway Officers to provide recreational facilities to its members who are Officers of Railways and their families. The Railway Club employs labour for its working. There is no relation of employer and employee between the Railways and the Workman. Also, it has been stated that, Railway Club itself is not an industry and also that workman never worked continuously for 240 days in any year. They have prayed that reference be answered against the Workman.

In evidence, the Workman has filed his affidavit as his examination in chief. He has been cross-examined by Management. The Management of West Central Railway has filed affidavit of its witness as his examination in chief. He has also been cross-examined by the Workman side.

The bylaws of the Railway Club have been filed

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

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On the other hand, the Management witness has corroborated the pleadings by the side of Management in his affidavit, stating that Railway Club has nothing to do with Railways, rather it is a separate Club constituted by Railway Officers who are its members. The purpose of this Club is for providing recreational facilities to Officers and their families. Also, he stated that wages are paid by the Railway Club and not by Railways and that the workman did not worked for 240 days continuously in any year.

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The Bye-Laws of Railway Club are on record shows the purpose of the Club. According to Bye-Laws, the duty of the Club is to provide facilities of recreation and gatherings to their families. The Railway Officers, who are in service or retired, will be its members. There are also provisions for Management of this Club.

Except the affidavit of the workman there is nothing on record in form of any appointment slip, wage slip or any other document to show that he was engaged by Railways. Hence, the relationship between the Workman and Railways with regard to employee and employer status is held not established. The Workman is held to have been engaged by the Railways Club, as admitted by the Workman himself. His work was for few hours in morning and evening in the Club.

Section 2s of the Act is being reproduced as follows:

(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of

employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

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

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

(iii) who is employed mainly in a managerial or administrative capacity; or (iv) who, being employed in a supervisory capacity, draws wages exceeding

ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

In the light of above discussion, holding the claim of the Workman not proved. The reference deserves to be answered against him.

AWARD

Holding the action of Management of M/s. Rail Adhikari Club in terminating the services of Mr. Deepak Singh from 31.12.2015 is legal and justified in law. The workman is held entitled to no relief.

No order as to cost.

DATE:- 05/01/2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (85/2021) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-02]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 85/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India and their workmen.

[No. L-39025/01/2026- IR (B-II)-02]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/85/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Vinod Ahirwar,

S/o Shri Arjun Singh Ahirwar,

House No. 62, Gali No. 2,

Barela Gaon, Lalghati,

Bhopal (M.P.) - 462001

Workman

Versues

1. The Chief General Manager,
Zonal Office, Bank of India,
Arera Hills, Fourth Floor, Old Jail Road,
Bhopal (M.P.) – 462011
2. The Manager,.
Bank of India, Airport Road,
Branch Data Colony,
Bhopal (M.P.) - 462030

Management

With NO. CGIT/LC/RC/33/2022

Vinod Ahirwar,
S/o Shri Arjun Singh Ahirwar,
Age 28 years, R/o Barela village,
H. No. 62, street number 2, Lalghati,
Bhopal (M.P.)

Workman

Versues

Bank of India, Zonal Office,
Arera Hills 4th Floor,
Old Jail Road Bhopal M.P.
By Chief General Manager,
and others.

Management

(JUDGMENT)

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

In Case No. R/85/2021,

As per letter dated 28.12.2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. J-1(1-11)/2021-IR dt. 28.12.2021. The dispute under reference relates to:

"क्या आवेदक श्री विनोद अहिरवार को दिनांक 01.08.2020 से बैंक ऑफ इंडिया, शाखा अरेरा हिल्स एवं दिनांक 27.05.2015 से 25.02.2020 तक बैंक ऑफ इंडिया, शाखा एयरपोर्ट रोड, भोपाल में प्यून/साफ-सफाई के पद पर कार्य करने उपरांत नौकरी में स्थायी न किया जाना उचित है? यदि नहीं तो आवेदक किस अनुतोष को पाने का हकदार है?"

In RC/33/2022 the petition was filed by the workman against his same termination on the same facts and

grounds seeking same relief.

In both the cases, the Management Bank took a case that, the Workman was never appointed against any regular vacancy following recruitment process. He never worked for 240 days in any year. Hence, his termination was not in violation of the Act.

Since, the parties, the nature of disputes and the facts regarding the disputes was one and same, these two cases are being decided by a common judgment and order.

During the proceedings, the workman died. His legal representatives did not filed any application to get them substituted in his place. No evidence was filed by the Workman. Management also filed no evidence.

None was present for the workman at the time of argument. I have heard argument of Learned Counsel for the Bank Mr. A.B. Sahu and have gone through the record.

The initial burden to prove his case is on the workman. By not filing any evidence he is held to have failed in discharging this burden. Hence, holding his case and claim not proved, the petitions deserves to be answered accordingly.

AWARD

Holding the action of Management of Bank of India in disengaging the Workman Vinod Ahirwar is held justified in law. His legal representatives are held entitled to no relief.

A copy of this judgment and Award be kept on both the files.

DATE:- 24/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (52/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-03]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 52/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-03]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 52/2025

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 21-01-2026

Smt. M. Panimalar,

D/o Munusamy,

No.35, Senthamizh Nagar Phase-I,

Mamarathupalayam,

Periyasemur Post,

Erode – 638 004.

:

1st Party/Petitioner

AND

The Deputy General Manager,

Canara Bank (HRM Section),

Circle Office, No.524 Anna Salai,

Teynampet, Chennai-600 006 : 2nd Party / 1st Respondent

The Branch Manager,

Canara Bank, Perundurai Main Road,

Sengodampalayam,

Thindal S.O. (Mel Thindal)

Tamilnadu – 638 012 : 2nd Party / 2st Respondent

Award

The Central Government, Ministry of Labour & Employment vide its Order No. 7/17/ 2024/RM/ 300102558/ ADJ/A1 dated 20.08.2025 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Management of Canara Bank (E-Syndicate Bank) in issuing cessation proceedings to Ms. M. Panimalar, SWO “A” w.e.f. 20.08.2022 without conducting any inquiry is legal and justified? If not, to what relief is the concerned workman entitled to?”

On receipt of the above reference dated 20.08.2025 from the appropriate Government, the dispute was registered as ID No. 52/2025, and due notices were issued to both the parties for their appearance.

ID called out. Learned Counsel for the Petitioner and Respondent are present. Learned Counsel for the petitioner has filed a memo stating that the Industrial Dispute was instituted by the office of this Hon'ble Tribunal based on the failure report referred by the Regional Labour Commissioner (Central) at Madurai. Based on the same, the petitioner also filed an Industrial Dispute under Section 2A, which was numbered as ID No. 48/2025 and is pending before this Hon'ble Tribunal. It is therefore prayed that this Hon'ble Tribunal may be pleased to close ID No. 52/2025 on the file of this Tribunal.

Hence the Industrial Dispute is hereby closed.

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (15/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-04]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 15/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* 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)-04]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR (M.P.)

NO. CGIT/LC/RC/15/2025**Present: P.K.Srivastava****H.J.S..(Retd)**

1. Shri Sunil Pandey,
S/o Shri Krishna Balak Pandey,
Occupation: Daily Wage Employee,
Indian Bank Branch Kasaridih
(Previously appointed from Allahabad Bank,
PIN No. 4910001),
R/o Near Padmanabhpur Tiranga Bhavan,
Durg District Durg (CG)

Petitioner/Applicant

Versus

1. Indian Bank through Branch Manager
Kasaridih Durg, First Floor Airavat Complex,
Next to LIC Office, Jail Road, Padmanabhpur,
Durg Tehsil and District, Durg, Chhattisgarh
2. Deputy General Manager
Indian Bank Zonal Office Shankar Nagar,
New Shanti Nagar, Near Disha College,
Bachhawat Complex Raipur Chhattisgarh
Pin No. 492007
3. Head Office Corporate Office Indian Bank,
66 Rajaji Salai Through MD & CEO Indian Bank
66 Rajaji Salai Chennai,
Madras Tamil Nadu Pin No. 600001

Respondent/Management

AWARD**(Passed on this 22nd day of December, 2025)**

The applicant workman has filed this petition *u/s 2-A (2&3) of the Industrial Disputes Act, 1947* as amended by *Amendment Act of 2010* (in short '*The Act*') now the *Industrial Relation Code, 2020* (in short the '*Code*') against termination of his service by management Bank with a case that he was first appointed by Allahabad Bank on 01.09.2015 as a daily wage. He was falsely implicated in a criminal case relating to robbery of Bank money but was acquitted after trial. He was disengaged by management without any notice or compensation or enquiry which is against the Act and is illegal. He has prayed for holding this action of management Bank unjust, illegal and arbitrary, he be reinstated with all back wages and benefits.

It is also the case of petitioner that during course of time Allahabad Bank merged with Indian Bank.

Notices were sent to the management Bank but none appeared for them inspite of notices, hence the case

proceeded *ex-parte* against the management Bank.

In evidence, the petitioner filed his affidavit as his examination-in-chief, certificate with respect to failure of conciliation issued by Regional Labour Commissioner (Central), also filed copy of statement of witness Pradeep Nema in the concerned Session Trial No. 48/2022, *State v/s Sunil Pandey & Ors* and judgment of Court of Additional Session Judge, Durg in S.T. No. 48/2022.

I have heard *ex-parte* argument from the side of workman. Workman has filed written submission also and I have gone through the record as well.

In his uncontroverted affidavit, the petitioner has stated that he was first appointed in Allahabad Bank as a daily wager on 01.09.2015. The Deputy General Manager was informed by the Branch Manager with respect to his employment as daily wager, his name was also included in the Security Audit of the Bank conducted by police on 18.01.2019, his name is mentioned as daily wager in this Audit Report also Branch Manager has recommended his regularization to the Deputy General Manager, Allahabad Bank vide his letter dated 17.06.2018. Further he has been issued two commendation letters on 04.04.2020 and 23.09.2020, for his good work during Covid period, his name was also included in the booklet of the Branch as a daily wager on 19.06.2020, he continued as such even after merger of Allahabad Bank with Indian Bank. He was falsely implicated in a police case as mentioned above and was acquitted after trial. He was discontinued and was not reinstated by the Bank after he approached them after his acquittal, he had completed 240 days in every year.

This affidavit is uncontroverted. Petitioner has referred to judgment of *Hon'ble Supreme Court in the case of H.D. Singh v/s Reserve Bank of India, (1986) AIR SC 132*, in this case it has been held that striking off name of the worker from the attendance sheet as retrenchment as defined under section 2(o)(o) of the Act.

Since, the claim of the petitioner that he worked 240 days in every year and that no notice or compensation was issued to him is uncontroverted, hence his disengagement by management Bank is held in violation of the Act.

Though, the workman was acquitted after trial but only this fact does not entitle him to be reinstated but since he was disengaged without notice or compensation, a lump sum compensation of Rs. 1,00,000/- (One Lac Only) in lieu of all his claims will meet the ends of justice in my view to which he is held entitled to within 60 days from date of Award, failing which interest @ 6% per annum from the date of Award till payment.

The reference stands answered accordingly.

DATE: 22-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 127.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई सी आई सी आई बैंक लिमिटेड के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (05/2016) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई.आर.(बी-1)-38]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 127.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 05/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of ICICI Bank Ltd and their workmen.

[No. L-12025/01/2026—IR (B-I)-38]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR (M.P.)

NO. CGIT/LC/R/05/2016

Present: P.K.Srivastava

H.J.S.(Retd.)

1. The General Secretary,

Dainik Vetan Bhogi Bank Karmchari Sangathan

F-1, Tripti Vihar, Karma Bhoomi,

Opp. Engineering College,

Indore Road, Ujjain (MP)

Workman

Vs

1. The Chief Executive Officer,

ICICI Bank Ltd., Corporate Head Office,

ICICI Bank Tower Bandra Kurla Complex,

Bandra (E), Mumbai - 400051

Management

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

As per *letter dated 14/12/2015* by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification *No.L-12011/69/2015 (IR(B-1)) dt. 14/12/2015*. The dispute under reference relates to:

“क्या दैनिक वेतनभोगी बैंक कर्मचारी संगठन द्वारा, बैंक ऑफ राजस्थान के आईसीआईसीआई बैंक लिमिटेड में विलय होने के पश्चात बैंक ऑफ राजस्थान द्वारा लागू किये गए 9 वें दिपक्षीय समझौते के अनुसार अंशकालिक कर्मचारियों को दिये जा रहे वेतन का लाभ, आईसीआईसीआई बैंक लिमिटेड के ठेकेदारों द्वारा पूर्ववर्तीय बैंक, बैंक ऑफ राजस्थान के उन अंशकालिक कर्मचारों के लिये जो वर्तमान में आईसीआईसीआई बैंक लिमिटेड में ठेकेदारों द्वारा कार्यरत हैं, पर लागू रहेगा या नहीं। यदि हाँ, तो वे कर्मकार किस अनुतोष के अधिकारी हैं?”

The case of the workman is mainly that, they are entitled to one-third of Scale wage admissible to subordinate staff which they were entitled before the merger of the Bank of Rajasthan with I.C.I.C.I. Bank even after merger. It is further alleged that before merger, they were working as part time employees with the Bank of Rajasthan and were getting one-third of Scale wages which they were entitled to under 9th bipartite settlement. The Bank of Rajasthan merged with the I.C.I.C.I. Bank and at present they are working as employee of Contractor with the I.C.I.C.I. Bank but they are not being given one-third of the Scale wage for part time subordinate staff which they were getting before the merger which is unjust, illegal and arbitrary on the part of I.C.I.C.I. Bank. They have claimed that they be held entitled to one-third of the Scale wage admissible to subordinate staff in 9th bipartite settlement from the Contractors of I.C.I.C.I. Bank.

Case of management of I.C.I.C.I. Bank is mainly that the Bank of Rajasthan merged with I.C.I.C.I. Bank vide order of Reserve Bank of India dated 12.08.2010 under the scheme of amalgamation which came into force from 12.08.2010, the services of all regular employees of Bank of Rajasthan were transferred to the I.C.I.C.I. Bank. The work of cleaning and sweeping is taken in the I.C.I.C.I. Bank by outsourcing agency at present outsourcing agency M/s Iris Services is providing these services through its employees. It is also their case that they were not signatory to the 9th bipartite settlement, hence it is not binding upon them.

Photocopy documents have been filed and proved by the Union which are Ex-W/1 to W/11, to be referred to as and when require.

The workmen Union has not filed any affidavit. Management has filed affidavit of its witnesses, the outsourced representative has also been examined.

None appeared on behalf of the workmen Union at the stage of argument. Heard arguments of Learned Counsel Mr. Neeraj Kewat, no written submissions were filed. I have gone through the record as well.

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

On perusal of 9th bipartite settlement reveals, the I.C.I.C.I. Bank is not a signatory to it, there is nothing in the merger document with respect to payment of wages to the part time employees of the transferor Bank i.e. Bank of Rajasthan on the basis of bipartite settlement after they merge with the I.C.I.C.I. Bank, hence this claim of the workmen Union has no foundation of law. The claim is held not justified in law.

Accordingly, the reference is answered as follows.

AWARD

“Holding that the 9th bipartite settlement is not applicable to the ICICI Bank with respect to claims regarding scale wages which were applicable on them when they were working as daily wage employees of Bank of Rajasthan before merger with ICICI Bank, such workmen are held not entitled to any relief in this respect.”

No order as to cost.

DATE:- 16-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 128.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक/केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (06/2022) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-05]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 128.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Syndicate / Canara Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-05]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/06/2022

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Toran Singh Pathord,
S/o.Shri Udham Singh Pathrod,
Resident of House Number 149,
Gali Number 1, Near Sai Baba Mandir,
Dwarka Nagar, Tehsil - Huzur,
Thana Station Bajaria,
Distt.Bhopal (Madhya Pradesh) – 462 010.

Workman

Versues

The Chief Executive Director,
Syndicate/Canara Bank,
Corporate Office,
Gandhi Nagar,
Bangalore (Bengaluru) – Karnataka (560 009)

Management

(JUDGMENT)

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

As per letter dated 24.01.2022 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. J-1(1-16)/2021-IR dt. 24.01.2022. The dispute under reference relates to:

क्या श्री तोरण सिंह पथरोड, कर्मकार को मैसर्स सिंडीकेट बैंक / केनरा बैंक द्वारा आवेदक को काम से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए?"

The case of the Workman is mainly that, he was appointed by the then Syndicate Bank (merged with Canara Bank during the course of time) in June, 2012 on vacant and permanent post of sweeper after he was found suitable on the basis of the selection process but was treated as daily wage employee and was posted in the T.T. Nagar Branch of the Bank in Bhopal late he was transferred to Currency Chest Arera Colony Branch of the Bank in Bhopal where he worked till the date of his disengagement vide oral order dated 12.03.2020 without any notice or compensation and without any charge. He had worked continuously with the Bank as sweeper and had completed 240 days in every year. The employees who joined later and were junior to him were retained and he was disengaged, hence, this action of Management Bank is in violation of Section 25F and 25G as well Rule 76 and 77 of Industrial Disputes Rules, 1957, he has requested that holding his termination against law, he be reinstated with back-wages and benefits and be also granted permanent status.

Case of Management is mainly that, they have specific rules and regulations with respect to appointment of their employees, the post of Sweeper cum Peon on which Workman claims to have been engaged comes under the category of subordinate staff. He was never appointed by Bank following any recruitment procedure against any sanctioned vacancy. He might have worked as daily wage casual labour on intermittent basis which does not entitle him to continue his service or to have a permanent status. The Bank has accordingly requested that the reference be answered against the Workman.

In evidence the Workman has filed and proved his Exhibit W-1 photocopy of his statement of Account from 12.06.2012 to 12.03.2020. He has also filed his affidavit on which there is no cross-examination from the Bank. Management side has not filed any evidence in form of document or affidavit.

I have heard arguments of Learned Counsel for the Workman Mr. Arun Patel and Mr. Jaideep Bansal Learned Counsel for the Bank. Management Bank has filed written submission also which are part of record. I have gone through the written submissions and the record.

The reference is the issue for determination.

Case of the Workman has been detailed earlier in his affidavit as his examination in chief, he has corroborated his case, and has stated that he was first appointed following recruitment process on the permanent post of Sweeper and worked with syndicate Bank continuously as a Daily wage employee. Earlier he was paid on daily basis in form of various charges through his account but from June, 2012 he was paid his wages on monthly basis through his Saving Account No. 77052010002294/- till March, 2020. His services were terminated under oral orders without any notice or compensation. He has further stated that he has worked for 240 days in every year and that after his disengagement he is unemployed.

In absence of any cross-examination, this uncontroverted affidavit as examination-in-chief is worth reliance. This is further corroborated by statement of Account Exhibit W-1 which shows that he has received payments on monthly basis since 2010 as stated by him.

On the other hand, there is no evidence from the side of Bank that support their pleadings.

Hence, from the evidence on record, the continuous employment of the Workman for 240 days as defined under Section 25B of the Act in every year including the year preceding the date of his termination is held proved. Since, there is nothing on record to show that any notice or compensation was given to him and a workman has specifically denied that he was issued any notice or compensation on his disengagement, termination of his services is held in violation of Section 25F and 25G of the Act.

As regards relief, since there is nothing on record in form of appointment letter to show that the Workman was appointed following recruitment process against regular vacancy. As admitted by him, he was a daily wage employee, hence his reinstatement will not serve the ends of justice.

In the light of facts and circumstances of the Case in hand, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lacs) payable to the Workman within 60 days from the date of Award, failing which interest @6% per annum from the date of Award in lieu of all his rights will meet the ends of justice to which he is held entitled.

Reference is answered as follows.

AWARD

Holding the action of Management of M/s Syndicate Bank/ Canara Bank in terminating the services of

the Workman Toran Singh Pathord illegal, unjust and arbitrary, the Workman is held entitled to a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lacs) payable to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award in lieu of all his rights.

DATE:- 18/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 129.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट/केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (04/2022) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-06]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Syndicate / Canara Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-06]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/04/2022

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Ashish Jha,

S/o Shri Ravi Kumar Jha,

Resident of House No. D-134,

Gautam Nagar,

Near DIG Bungalow, Narial Kheda,

Thana – Gautam Nagar, Tehsil – Huzur,

Distt. Bhopal (M.P.)

Workman

Versues

The Chief Executive Director,

Syndicate/Canara Bank,

Corporate Office,

Gandhi Nagar,

Bangalore (Bengaluru) – Karnataka (560 009)

Management

(JUDGMENT)

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

As per letter dated 24.01.2022 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. J-1(1-15)/2021-IR dt. 24.01.2022. The dispute under reference relates to:

"क्या श्री आशीष झा, कर्मकार को मैसर्स सिंडीकेट बैंक / केनरा बैंक द्वारा आवेदक को काम से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए?"

The case of the Workman is mainly that, he was appointed by the then Syndicate Bank (merged with Canara Bank during the course of time) in July, 2008 on vacant and permanent post of sweeper after he was found suitable on the basis of the selection process but was treated as daily wage employee and was posted in the Currency Chest of the Bank in Bhopal where he worked till 2012. He was further transferred to Indrapuri Branch and worked till date of his disengagement vide oral order dated 03.02.2020 without any notice or compensation and without any charge. He had worked continuously with the Bank as sweeper and had completed 240 days in every year. The employees who joined later and were junior to him were retained and he was disengaged, hence this action of Management Bank is in violation of Section 25F and 25G as well Rule 76 and 77 of Industrial Disputes Rules, 1957. He has requested that holding his termination against law, he be held reinstated with back-wages and benefits and be also granted permanent status.

Case of Management is mainly that, they have specific rules and regulations with respect to appointment of their employees. The post of Sweeper cum Peon on which Workman claims to have been engaged comes under the category of subordinate staff. He was never appointed by Bank following any recruitment process against any sanctioned vacancy. He might have worked as daily wage casual labour on intermittent basis which does not entitle him to continue his service or to have a permanent status. The Bank has accordingly requested that the reference be answered against the Workman.

In evidence, the Workman has filed and proved his Exhibit W-1, photocopy of his statement of Account from 01.07.2008 to 01.09.2019. He has also filed his affidavit on which there is no cross-examination from the Management Bank. The Management side has not filed any evidence in form of document or affidavit.

I have heard arguments of Learned Counsel for the Workman Mr. Arun Patel and Mr. Jaideep Bansal Learned Counsel for the Bank. Management Bank has filed written submission also, which are part of record. I have gone through the written submissions and the record.

The reference itself is the issue for determination.

Case of the Workman has been detailed earlier in his affidavit as his examination in chief, he has corroborated his case and has stated that he was first appointed following recruitment process on the permanent post of Sweeper and worked with syndicate Bank continuously as a Daily wage employee. Earlier he was paid on daily basis in form of various charges through his account but from November, 2010 he was paid his wages on monthly basis through his Saving Account No. 77002010084923/- till June, 2020. His services were terminated under oral orders without any notice or compensation. He has further stated that he has worked for 240 days in every year and that after his disengagement he is unemployed.

In absence of any cross-examination, this uncontroverted affidavit as examination-in-chief is worth reliance. This is further corroborated by statement of Account Exhibit W-1 which shows that he has received payments on monthly basis since 2010 as stated by him.

On the other hand, there no evidence from the side of Bank that support their pleadings.

Hence, from the evidence on record, the continuous employment of the Workman for 240 days as defined under Section 25B of the 'Act' in every year including the year preceding the date of his termination is held proved. Since, there is nothing on record to show that any notice or compensation was given to him and a workman has specifically denied that he was issued any notice or compensation on his disengagement, termination of his services is held in violation of Section 25F and 25G of the Act.

As regards relief, since there is nothing on record in form of appointment letter to show that the Workman was appointed following recruitment process against regular vacancy as admitted by him, he was a daily wager, hence his reinstatement will not serve the ends of justice.

In the light of facts and circumstances of the Case in hand, a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lacs) payable to the Workman within 60 days from the date of Award, failing which interest @6% per annum from the date of Award in lieu of all his rights will meet the ends of justice to which he is held entitled.

Reference is answered as follows.

AWARD

Holding the action of Management of M/s Syndicate Bank/ Canara Bank in terminating the services of the Workman Ashish Jha illegal, unjust and arbitrary, the Workman is held entitled to a lump sum compensation of Rs. 5,00,000/- (Rupees Five Lacs) payable to him within 60 days from the date of Award, failing which interest @6% per annum from the date of Award in lieu of all his rights.

DATE:- 18/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 2026

का.आ. 130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (44/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026-आई.आर.(बी-II)-07]

सलोनी, उप निदेशक

New Delhi, the 2nd February, 2026

S.O. 130.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* 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)-07]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR, (M.P.)

NO. CGIT/LC/R/44/2025Present: P.K.SrivastavaH.J.S.(Retd.)

1. Shri Rajeev Upadhyay,
General Secretary, IBEU (AIBEA),
MP Region Indian Bank Branch, Bhopal,
Arera Colony, E/20, Arera Colony,
Bhopal (M.P.)- 462016

Workman

Vs

1. The MD & CEO,
INDIAN BANK, Corporate Office,
254-260, Avval Shanmugam Salai,
Royapettah, Chennai (TN)- 600014,
2. The Zonal Manager,
INDIAN Bank,
Zonal Office, Civil Lines, Jabalpur,
Madhya Pradesh-482001

Management

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

As per letter dated 17/06/2025 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per

Notification No. J-7(12)/2025-ALC dt. 17/06/2025. The dispute under reference relates to:

“Whether the action of the Indian Bank management for not considering transfer request of the workman Shri Gopal Verma is correct and justified? If not, what relief the workman is 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.

The facts are almost undisputed, the workman is a Ex-serviceman and is posted with the Bank as Clerk. He was selected under common recruitment and was posted as clerk under OBC-DISXS category vide order dated 13.07.2022. He joined his job in Indian Bank Zonal Office at Jabalpur. It is thereafter, he was transferred to Maneri Branch, where he is still working. The representation for transfer, filed by him with the management on 31.05.2023, on the ground that his father, who is at present residing at his ancestral place and is suffering from C4-C5(OPTD), D7-D8(PTD), C4-C5 Coorpectomy with D-7-D8(OPTD) Laminectomy & Decompression and is required continuous care and attention. Hence, in light of transfer policy of 2023-24, he be transferred to at any Station/Branch adjacent to the place where his father is residing, which may be anywhere at Gwalior, Kanpur and Etawah.

Case of the workman is further that there is provision in the Transfer Policy 2023-24 with respect to interstate transfer, the management has unjustifiably and arbitrarily refused his request.

Case of management is that he is not entitled to be considered for interstate transfer from Jabalpur M.P. to Kanpur or Etawah in U.P. In light of Clause 7 of the policy and also that in his appointment letter itself it is specifically mentioned that he has been allotted to Indian Bank for the State/Union Territory of M.P.

Photocopy documents with respect to Transfer Policy, Appointment Letter, and Representations have been filed by the parties, which are not disputed.

I have heard arguments of Learned Counsel Mr. Arun Patel for Workman and Learned Counsel Mr. Neeraj Kewat for Management. I have gone through the written submissions as well.

On perusal of record in light of rival argument the issue which comes up for determination is mainly that,

Whether the applicant workman deserves to be considered for transfer in light of the Transfer Policy of 2023-24 or not?

Clause 7 of the Policy is with respect to interstate transfer and is being reproduced as follows:-

“For being eligible for consideration to transfer under “IST” category, the employee should have completed a minimum retention period of 3 years’ service in his present Cadre in that particular State from which he/she is seeking transfer.”

Learned Counsel for the Bank submits that since the workman has not completed three years mandatory service in the State from which he is seeking transfer, hence, the Bank has rightly not granted his request. Learned Counsel for workman has referred to **Clause 10** of the Policy which is being reproduced as follows:

“In respect of Ex-serviceman category, whenever the vacancy arises at the place of their choice, preference is given to ex-serviceman without insisting minimum retention period prescribed for the request transfers. This preference will be extended only at the time of registering their request first time.”

Learned counsel for workman submits that, in light of Clause 10 of the Policy, the provisions of Clause 7 do not apply on the workman. I am in agreement with this argument of Learned Counsel for workman as Clause 10 of the Policy is subject to Clause 7 in the case of Ex-servicemen. Hence, refusal by the Bank to grant his prayer for transfer in his representation cannot be justified on this score.

The second argument from the Bank is that the workman has been appointed in the State of M.P. as it is mentioned in his appointment letter. Hence, he cannot be transferred outside of M.P. This argument also does not hold water because there is a provision for transfer in a Transfer Policy as mentioned above from one State to another State.

The third argument from management side is that there is no vacancy on the place at which the workman is seeking transfer but this is a simple argument, it is not supported by any affidavit or record, hence, this argument also fails, as it is not even pleaded by the Bank in their reply.

Hence, on the basis of above discussion and findings, the action of management in not considering and not granting the prayer made by the workman in his representation dated 30.05.2023 is held unjustified and arbitrary and the management is directed to consider his representation afresh in light of findings and observation made by this Tribunal and place him at any of the place as mentioned by him in his representation subject to availability of vacancy on the date of Award. This process be completed within 60 days from the date of sending of the Award to the Awardees.

No order as to cost.

The Reference stands answered accordingly.

DATE:- 16-12-2025

P.K. SRIVASTAVA, Presiding Officer