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सं. 8] नई दिल्ली, मार्च 1—मार्च 7, 2026, शनिवार/फाल्गुन 10—फाल्गुन 16, 1947
No. 8] NEW DELHI, MARCH 1— MARCH 7, 2026, SATURDAY/PHALGUNA 10—PHALGUNA 16, 1947

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

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

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

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 26 फरवरी, 2026

का.आ. 201.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा (6) की उपधारा (1) के खंड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री गया प्रसाद के स्थान पर श्री अमित शुक्ला, संयुक्त सचिव (ग्रामीण आवासन), ग्रामीण विकास मंत्रालय, नई दिल्ली को तत्काल प्रभाव से राष्ट्रीय आवास बैंक के निदेशक मंडल में निदेशक के पद पर नियुक्त करती है।

[फा. सं. एफटी-1/12/2022-आईएफ-II]

कुमार शैलेन्द्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 26th February, 2026

S.O. 201.—In exercise of the powers conferred by Clause (e) of Sub-Section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints Shri Amit Shukla, Joint Secretary (Rural Housing), Ministry of Rural Development, New Delhi as a Director on the Board of Directors of National Housing Bank with immediate effect and until further orders vice Shri Gaya Prasad.

[F. No. FT-1/12/2022-IF-II]

KUMAR SHAILENDRA, Under Secy.

नई दिल्ली, 27 फरवरी, 2026

का.आ. 202.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) अधिनियम, 1981 (1981 का 61) की धारा 6 की उपधारा (1) के खंड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, निम्नलिखित अधिकारियों को अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में निदेशक नियुक्त करती है:-

(i) सचिव, कृषि और कृषक कल्याण विभाग, त्रिपुरा सरकार

(ii) हरियाणा सरकार के आयुक्त एवं सचिव, वित्त विभाग, हरियाणा सरकार

(iii) सरकार के पदेन विशेष मुख्य सचिव, कृषि एवं सहकारिता विभाग, आन्ध्र प्रदेश सरकार

(iv) कृषि उत्पाद आयुक्त सह प्रधान सचिव, कृषि विकास और कृषक कल्याण तथा बायो-टैक्नोलॉजी विभाग, छत्तीसगढ़ सरकार

[फा. सं. 7/3/2019-एसी]

रत्नाकर झा, अवर सचिव

New Delhi, the 27th February, 2026

S.O. 202.—In exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the National Bank for Agriculture and Rural Development (NABARD) Act, 1981 (61 of 1981), the Central Government hereby appoints the following officials as Director on the Board of Directors of NABARD for a period of three years from the date of notification or until further orders, whichever is earlier:

I. Secretary, Agriculture and Farmers' Welfare Department, Government of Tripura

II. Commissioner & Secretary to Government of Haryana, Finance Department, Government of Haryana

III. Ex-Officio Special Chief Secretary to Government, Agriculture & Cooperation Department, Government of Andhra Pradesh

IV. Agriculture Production Commissioner cum Principal Secretary, Agriculture Development and Farmer Welfare and Bio-Technology Department, Government of Chhattisgarh

[F. No. 7/3/2019-AC]

RATNAKAR JHA, Under Secy.

कार्मिक, लोक शिकायत और पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 2 जनवरी, 2026

का.आ. 203.—केंद्रीय सरकार, एतद्द्वारा, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना सं. 9/सी.बी.आई.-80-02/2025-13748/ एचपी, दिनांक 05.11.2025, गृह विभाग, (पुलिस शाखा), के माध्यम से जारी बिहार राज्य सरकार की सम्मति से साइबर अपराध सहित साइबर धोखाधड़ी करने, सिम बॉक्स के माध्यम से वीओआईपी काल्स को अवैध रूप से राउट करने, फर्जी सिम कार्ड का संधारण करने, जालसाजी करने, एवं जाली दस्तावेजों को तैयार कर सिम कार्डों को निर्गत कराने के संबंध में भारतीय न्याय संहिता, 2023 की धारा 318 (4)/ 319(2)/336(3)/338/ 340(2)/61(2)/3(5) एवं दूरसंचार अधिनियम, 2023 की धाराएं 42(1)/ 42(2)/ 42(3)/42(6) तथा सूचना प्रद्योगिकी अधिनियम, 2000 की धाराएं 66/66(ग)/66(घ)/72 के अंतर्गत आर्थिक अपराध पुलिस थाना मामला सं. 17/2025, दिनांक 30.07.2025 में अन्वेषण/निरीक्षण एवं पूछताछ करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त बिहार राज्य में करती है।

[फा. सं. 228/96/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 2nd January, 2026

S.O. 203.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act 25 of 1946), the Central Government with the consent of the State Government of Bihar, issued vide Notification No. 9/C.B.I-80-02/2025-13748/ HP, dated 05.11.2025, Home Department, (Police Branch), hereby extends the powers and jurisdiction to the members of Delhi Special Police Establishment to the whole of Bihar to investigate/supervise and inquire into the Economic Offences Police Station Case No. 17/2025, dated 30-07-2025, under Section 318(4)/319(2)/336(3)/338/340(2)/61(2)/3(5) of BNS 2023, Sections 42(1)/42(2)/42(3)/42(6) of the Telecommunications Act, 2023 and Sections 66/66(C)/66(D)/72 of the Information Technology Act, 2000, which relates to concerning cybercrime, including conducting cyber fraud, illegally routing VOIP calls through SIM boxes, possessing fake SIM cards, forgery, and issuing SIM cards by preparing forged documents.

[F. No. 228/96/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 8 जनवरी, 2026

का.आ. 204—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री आर. एस. चीमा, वरिष्ठ अधिवक्ता को, दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) की ओर से, दांडिक अपील संख्या 1642/2018 में, माननीय उच्चतम न्यायालय के समक्ष 1984 के सिख विरोधी दंगो से संबंधित आर सी सं. 24(एस)/2005/सीबीआई/एससी-1/नई दिल्ली, से उद्भूत सज्जन कुमार बनाम राज्य (केंद्रीय अन्वेषण ब्यूरो के माध्यम से) के मामले का और तत्समय प्रवृत्त विधि द्वारा स्थापित किसी अपील या पुनरीक्षण न्यायालय में उक्त मामले से उद्भूत किसी अपील, पुनरीक्षण या अन्य मामलों का संचालन करने हेतु, मामले का निपटान होने तक या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, तारीख 25 सितंबर, 2025 से विशेष लोक अभियोजक के रूप में नियुक्त करती है ।

[फा. सं. 225/26/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 8th January, 2026

S.O. 204.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri R. S. Cheema, Senior Advocate as Special Public Prosecutor with effect from the 25th September, 2025 for conducting the case on behalf of Delhi Special Police Establishment (Central Bureau of Investigation) in Criminal Appeal number 1642/2018 before the Hon'ble Supreme Court of India in the matter of Sajjan Kumar Vs. State through CBI arising out of RC No. 24(S)/2005/CBI/SC-I/New Delhi, related to the 1984 Anti-Sikh Riots, and any appeal, revision or other matters arising out of it in any appellate or revisional Court established by law for the time being in force, till its disposal or until further orders whichever is earlier.

[F. No. 225/26/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 16 जनवरी, 2026

का.आ. 205.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री अनुपम एस शर्मा, अधिवक्ता को, विशेष न्यायाधीश, भ्रष्टाचार निवारण अधिनियम, सीबीआई आरएडीसी नई दिल्ली के न्यायालय में, दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित, मामला संख्या आरसी 2202022ई0006,सीबीआई, ईओ-II, नई दिल्ली (चाईनीज वीजा मामला), के अभियोजन का और अपील, पुनरीक्षण या इससे उद्भूत होने वाले किन्हीं अन्य मामलों का तत्समय प्रवृत्त विधि द्वारा स्थापित किसी अपील या पुनरीक्षण न्यायालय में संचालन करने हेतु, मामले का निपटान होने तक या अगले आदेश तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है ।

[फा. सं. 225/28/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 16th January, 2026

S.O. 205.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Anupam S Sharrma, Advocate as Special Public Prosecutor for conducting prosecution of case number RC 2202022E0006, CBI, EO-II, New Delhi (Chinese visa case) instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) before the Court of Special Judge, PC Act, CBI RADC, New Delhi and any appeal, revision or other matters arising out of it in any appellate or revisional Court established by law for the time being in force, till its disposal or until further orders whichever is earlier.

[F. No. 225/28/2025-AVD-II]

SATYAM SRIVASTAVA,, Under Secy.

नई दिल्ली, 29 जनवरी, 2026

का.आ. 206.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 की अधिनियम सं. XXV) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पुलिस उप महानिरीक्षक/शाखा प्रमुख, सीबीआई, एसीबी, रांची के दिनांक 29.12.2025 के पत्र संख्या 1059/2025-आर द्वारा किए गए अनुरोध पर झारखंड राज्य सरकार की अधिसूचना ज्ञापन सं.-10/सी.बी.आई.-431/2025-84, रांची, दिनांक 07.01.26, गृह, कारागार और आपदा प्रबंधन विभाग के माध्यम से जारी सम्मति से, श्री प्रभु मुंडा, मेल ओवरसीयर/कर्मचारी, प्रधान डाकघर, रामगढ़, डाक विभाग, संचार मंत्रालय के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (2018 में यथा संशोधित) की धारा 7 के तहत अपराध कारित करने के लिए दिनांक 07.01.2026 को पंजीकृत आरसी0242026ए0003 में, साथ ही इस मामले के अन्वेषण के दौरान प्रकाश में आए किन्हीं अन्य अपराधों एवं ऐसे एक

या उससे अधिक अपराधों से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध(धों) के लिए, नियमित मामला दर्ज करने और अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से, दिनांक 07.01.2026 से) झारखंड राज्य में करती है।

[फा. सं. 228/6/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 29th January, 2026

S.O. 206.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act XXV of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification Memo No.-10/C.B.I.-431/2025-84, Ranchi, Dated 07.01.26, Home, Prisons and Disaster Management Department upon request made vide letter number 1059/2025-R, dated 29.12.2025 of DIG of Police/Head of Branch, CBI, ACB, Ranchi, hereby extends the power and jurisdiction to all the members of Delhi Special Police Establishment in the State of Jharkhand (ex post facto w.e.f. 07.01.2026) for registration and investigation in RC0242026A0003 registered on 07.01.2026 against Sh. Prabhu Munda, Mail Overseer/Employee of Head Post Office, Ramgarh, Department of Post, Ministry of Communication for committing offence u/s 7 of PC Act-1988 (As amended in 2018) and any other offences that may come to light during investigation of this case including any attempt, abetment and conspiracy in relation or in connection with one or more such offences and/or any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/6/2026-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 2 फरवरी, 2026

का.आ. 207.—केंद्रीय सरकार, एतद्द्वारा ,दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946का केन्द्रीय अधिनियम25) की धारा 5 की उप-धारा) 1 (सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आदेश सं .एचडी 20 9सीओडी202 4 ,बेंगलुरु ,दिनांक: 21.11.2025 के माध्यम से जारी कर्नाटक राज्य सरकार की सम्मति से निम्नलिखित रेलवे अधिकारियों और गैर-सरकारी व्यक्तियों तथा अन्य अज्ञात लोक सेवकों और अन्य अज्ञात गैर-सरकारी व्यक्तियों/कंपनियों के विरुद्ध भ्रष्टाचार निवारण अधिनियम ,1988)2018 में यथा संशोधित (की धारा7 ए और भारतीय दंड संहिता की धारा120 -बी सपठित भारतीय दंड संहिता की धारा 420 के अंतर्गत किए गए अपराधों और इनके अन्वेषण के दौरान प्रकाश में आने वाले किसी अन्य अपराध का पंजीकरण एवं अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार करती है।

1. श्री भावेश कुमार, पॉइंट्स मैन/एसबीसी
2. श्री राजिब सहिल, पॉइंट्स मैन/एसबीसी
3. श्री शिव प्रकाश शर्मा, पॉइंट्स मैन/एसबीसी
4. श्री रामावतार कुमार, एलपी शंटर/एसबीसी
5. श्री सूरज कुमार, टेक आई/सीएंडडब्ल्यू, एसबीसी
6. श्री विजय कुमार, सहायक/एसजीटी/एसबीसी
7. श्री विवेकानंद सिंह वाई, पॉइंट्स मैन/एसबीसी
8. श्री विकाश कुमार, एएलपी/एमवाईएस
9. श्री आशीष कुमार, एएलपी/एमवाईएस
10. श्री सत्येंद्र कुमार, पॉइंट्स मैन/एसबीसी

11. श्री कन्हैया लाल केवट, सहायक, सीएंडडब्ल्यू, एसबीसी
12. श्री अभिषेक कुमार, सहायक, टीआरडी/एसबीसी
13. श्री पल्लव प्रांसु, टेक III/एसबीसी
14. श्री संतोष कुमार, वरिष्ठ सीसीटीसी/एसबीसी
15. श्री विकाश कुमार, सहायक, टीएल/एसबीसी
16. श्री ओम चंद्र, वरिष्ठ सीसीटीसी/एसबीसी
17. श्री अरविंद कुमार, वरिष्ठ सीसीटीसी/एमवाईएस
18. श्री रूपेश कुमार चौबे, सहायक/सी&डब्ल्यू/आरडीएम/दक्षिण मध्य रेलवे
19. श्री राज कुमार सिंह, निवासी क्वार्टर नं. मथुरापुर कॉलोनी, 67बी, रोहतास, बिहार-821305
20. मेसर्स एमईएल ट्रेनिंग एंड असेसमेंट लिमिटेड, नं. 6, छठा तल, सी विंग, मित्तल टावर्स, एम.जी. रोड, बैंगलुरु
21. मेसर्स एप्टेक लिमिटेड, नं. 6, छठा तल, सी विंग, मित्तल टावर्स, एम.जी. रोड, बैंगलुरु।
22. अज्ञात लोक सेवकगण
23. अज्ञात गैर-सरकारी व्यक्ति/कंपनियाँ

[फा. सं. 228/4/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 2nd February, 2026

S.O. 207.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act25 of 1946), the Central Government with the consent of the State Government of Karnataka, issued vide Order No. HD 209COD 2024, Bengaluru, dated:21.11.2025,hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment for registration and investigation of offence against railway officials and private persons as mentioned below and other unknown public servants and unknown private persons/companies for the offences under Section 7A of the Prevention of Corruption Act, 1988 (as amended in 2018) and under Section 120-B IPC read with Section 420 IPC and any other offence that may come to light during investigation.

1. Shri Bhawesh Kumar, P Man/SBC.
2. Shri Rajib Shil, P Man/SBC.
3. Shri Shio Prakash Sharma, P Man/SBC.
4. Shri Ramawatar Kumar, LP Shunter/SBC
5. Shri Suraj Kumar, Tech I/c & W, SBC
6. Shri Vijay Kumar, Asst/SGT/SBC
7. Shri Vivekanand Singh Y, P Man/SBC
8. Shri Vikash Kumar, ALP/MYS
9. Shri Ashish Kumar, ALP/MYS
10. Shri Satyendra Kumar, P Man/SBC
11. Shri Kanhaiyalal Kewat, Asst. C&W/SBC
12. Shri Abhishek Kumar, Asst. TRD/SBC
13. Shri Pallav Pransu, Tech III/SBC
14. Shri Santosh Kumar, Sr. CCTC/SBC
15. Shri Vikash Kumar, Asst. TL/SBC

16. Shri Om Chandra, Sr. CCTC/SBC
17. Shri Arvind Kumar, Sr. CCTC/MYS
18. Shri Rupesh Kumar Chaubey, Asst/C&W/RDM/South Central Railway.
19. Shri Raj Kumar Singh R/o Q.No. Mathurapur Colony, 67B, Rohtas, Bihar-821305.
20. M/s MEL Training & Assessments Ltd., No.6, 6th Floor, C Wing, Mittal Towers, M.G.Road, Bengaluru.
21. M/s Aptech Ltd., No.6, 6th Floor, C Wing, Mittal Towers, M.G.Road, Bengaluru.
22. Unknown public servants
23. Unknown private persons/companies.

[F. No. 228/4/2026-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 2 फरवरी, 2026

का.आ. 208.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उत्तराखंड राज्य सरकार की अधिसूचना सं. 29/XX-4-2026-13(01)2026, देहरादून, दिनांक 10.01.2026, गृह अनुभाग-4 के माध्यम से जारी सम्मति से, थाना बसंत विहार, जिला देहरादून में भारतीय न्याय संहिता (बीएनएस) की धारा 238, 249, 45 के तहत पंजीकृत एफआईआर सं-06/2026 के अन्वेषण के लिए और इस संबंध में किसी दुष्प्रेरणा, दुष्प्रयास और षड़यंत्र या उसी संव्यवहार में कारित अथवा उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त उत्तराखंड राज्य में करती है।

[फा. सं. 228/3/2026-एवीडी-II]

राजीव कुमार खरे, अवर सचिव

New Delhi, the 2nd February, 2026

S.O. 208.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No.25 of 1946), the Central Government with the consent of the State Government of Uttarakhand, issued vide Notification No.29/XX-4-2026-13(01)2026, Dehradun, Dated 10.01.2026, Home Section-4, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttarakhand for investigation of FIR No-06/2026 U/s 238, 249, 45 of Bharatiya Nyaya Sanhita (BNS) registered at PS Basant Vihar, District- Dehradun and any attempts, abetments and conspiracies in relation to or in connection with above mentioned offence committed in the course of the same transaction or arising out of the same facts of the said case.

[F. No. 228/3/2026-AVD-II]

RAJEEV KUMAR KHARA, Under Secy.

नई दिल्ली, 11 फरवरी, 2026

का.आ. 209.—केंद्रीय सरकार, एतद्द्वारा, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आदेश सं. एचडी 147 सीओडी 2025, बेंगलुरु, दिनांक: 12.01.2026 के माध्यम से जारी कर्नाटक राज्य सरकार की सम्मति से श्री अनिमेष गर्ग, उपायुक्त, श्री ज्ञान प्रकाश, अधीक्षक और श्री विक्रम किशोर विक्रम, निरीक्षक (सभी सीमा शुल्क के अधिकारीगण) और इसके साथ ही अन्य अज्ञात लोक सेवक(कों) तथा अन्य अज्ञात गैर-सरकारी व्यक्ति(यों) के विरुद्ध भारतीय दंड संहिता की धारा 120-बी सपठित भ्रष्टाचार निवारण अधिनियम, 1988 (2018 में यथा संशोधित) की धारा 7 और सीबीआई द्वारा अन्वेषण किए जाने हेतु अधिसूचित किसी अन्य अधिनियमों के अंतर्गत किए गए अपराधों, अन्य संचयी अपराधों और इनके

अन्वेषण/जाँच के दौरान प्रकाश में आने वाले किसी अन्य अपराध और साथ ही किसी दुष्प्रयास, दुष्प्रेरण अथवा षड्यंत्र की जाँच/अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार करती है।

[फा. सं. 228/7/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 11th February, 2026

S.O. 209.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Karnataka, issued vide Order No. HD 147COD 2025, Bengaluru, Dated:12.01.2026, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment for enquiry/investigation of offence against Shri Animesh Garg, Deputy Commissioner, Shri Gyan Prakash, Superintendent and Shri Vikram Kishore Vikram, Inspector (all customs officials) and as well as other unknown public servant(s) and unknown private person(s) for the offences under Section 120-B IPC read with Section 7 of the Prevention of Corruption Act, 1988 (as amended in 2018) and other acts notified for investigation by CBI, other cumulative offences and any other offence that may come to light during enquiry/investigation, including any attempt, abetment or conspiracy.

[F. No. 228/7/2026-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 11 फरवरी, 2026

का.आ. 210.—केन्द्रीय सरकार, एतद्द्वारा, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार की अधिसूचना सं. 09/सीबीआई-80-03/2026 एचपी-1446, दिनांक 31.01.2026, गृह विभाग (पुलिस शाखा) के माध्यम से जारी सम्मति से चित्रगुप्त थाना, जिला पटना में भारतीय न्याय संहिता की धारा 126(2)/115(2)/76/ 109/3(5) के तहत दिनांक 09.01.2026 को दर्ज मामला संख्या 14/2026 में अन्वेषण/पर्यवेक्षण एवं जांच करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त बिहार राज्य तथा इस मामले से जुड़े अन्य स्थानों में करती है।

[फा. सं. 228/8/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 11th February, 2026

S.O. 210.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act 25 of 1946), the Central Government with the consent of the State Government of Bihar, issued vide Notification No.09/CBI-80-03/2026 HP-1446, dated 31.01.2026, Home Department, (Police Branch), hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment in the whole State of Bihar and other places connected with the case to investigate/supervise and inquire into the Chitragupta Nagar Police Station, District Patna, Case No. 14/2026, Dated 09.01.2026 under section-126(2)/115(2)/76/ 109/3(5) BNS.

[F. No. 228/8/2026-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 20 फरवरी, 2026

का.आ. 211.—केंद्रीय सरकार, एतद्द्वारा, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आदेश सं. एचडी 182 सीओडी 2025, बेंगलुरु, दिनांक: 22.01.2026 के माध्यम से जारी कर्नाटक राज्य सरकार की सम्मति से श्री बी.एस.दीपक, मैसूर डाक मण्डल के अंतर्गत, सरगुर उप डाकघर में पोस्टल सहायक, और अन्य अज्ञात लोक सेवक(कों)

तथा अन्य अज्ञात गैर-सरकारी व्यक्ति(यों) के विरुद्ध भारतीय न्याय संहिता की धारा 61 (2) सपठित धाराएँ 316(5), 318(4), 336(3), 340(2) और भ्रष्टाचार निवारण अधिनियम, 1988 (2018 में यथा संशोधित) की धारा 13(2) सपठित धारा 13(1)(क) तथा आईटी अधिनियम 2000 (2008 में यथा संशोधित) की धारा 66ग के अंतर्गत और सीबीआई द्वारा अन्वेषण किए जाने हेतु अधिसूचित किसी अन्य अधिनियमों के अंतर्गत किए गए अपराधों, अन्य संचयी अपराधों और अन्वेषण/जाँच के दौरान प्रकाश में आने वाले किसी अन्य अपराध और साथ ही किसी दुष्प्रयास, दुष्प्रेरण अथवा षड्यंत्र की जाँच/अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार करती है।

[फा. सं. 228/10/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 20th February, 2026

S.O. 211.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Karnataka, issued vide Order NO. HD 182 COD 2025, Bengaluru, Dated:22.01.2026, hereby extends the powers and jurisdiction to the members of Delhi Special Police Establishment for enquiry/investigation of offence against Shri B.S. Deepak, Postal Assistant at Sargur Sub Post Office, under Mysuru Postal Division and other unknown public servants and private persons for commission of offences under section 61(2) read with sections 316(5), 318(4), 336(3), 340(2) of BNS, 2023 and section 13(2) read with section 13(1)(a) of PC Act, 1988 (as amended in 2018) and section 66C of IT Act 2000 (as amended in 2008), and other acts notified for investigation by CBI, other cumulative offences and any other offence that may come to light during enquiry/investigation, including any attempt, abetment or conspiracy.

[F. No. 228/10/2026-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 23 फरवरी, 2026

का.आ. 212.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा) 8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिवक्ता श्री प्रताप जी. पडिक्कल को विशेष लोक अभियोजक नियुक्त करती है, जो दिल्ली विशेष पुलिस प्रतिष्ठान (केन्द्रीय अन्वेषण ब्यूरो) द्वारा विशेष न्यायाधीश, केन्द्रीय अन्वेषण ब्यूरो–तृतीय, एरणाकुलम के समक्ष संस्थापित वाद संख्या आरसी 10(एस)/2014/एससीबी/टीवीपीएम/ (एससी 343/2017) और उससे उत्पन्न होने वाली किसी भी अपील, पुनरीक्षण या अन्य मामलों में, जो विधि द्वारा स्थापित किसी अपीलीय या पुनरीक्षण न्यायालय में हों, तब तक अभियोजन चलाएगा, जब तक कि उसका निस्तारण नहीं हो जाये या अगले आदेश तक, इनमे से जो भी पहले हो।

[फा. सं. 225/1/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 23rd February, 2026

S.O. 212.—In exercise of the powers conferred by sub-section (8) of Section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Prathap G Padickal, Advocate as Special Public Prosecutor for conducting prosecution of case number RC 10(S)/2014/SCB/TVPM (SC 343/2017) instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) before the Court of Special Judge, CBI-III, Ernakulam and any appeal, revision or other matters arising out of it in any appellate or revisional Court established by law for the time being in force, till its disposal or until further orders, whichever is earlier.

[F. No. 225/1/2026-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 23 फरवरी, 2026

का.आ. 213.—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मिज़ोरम राज्य सरकार की अधिसूचना सं.सी13015/47/2025-वीआईजी: दिनांक आइजोल 30.10.2025, सतर्कता विभाग और शुद्धिपत्र अधिसूचना सं. सी13015/47/2025-वीआईजी: दिनांक आइजोल 22.01.2026, सतर्कता विभाग के माध्यम से जारी सम्मति से, मिज़ोरम को-ऑपरेटिव अपेक्स बैंक लि. के एक कर्मचारी, नामतः श्रीमती सी. वनलालसॉमी, एजी-II द्वारा कारित अभिकथित रू. 5,85,68,848.00/- की धोखाधड़ी के संबंध में अपराध और आर्थिक अपराध, सीआईडी (अपराध), मिज़ोरम, आइजोल में बीएनएस की धारा 316(5) के तहत दर्ज एफआईआर सं. 1/2025, दिनांक 21/01/2025 का अन्वेषण, और साथ ही उक्त मामले से उत्पन्न उसी संव्यवहार में किए गए अन्य अपराधों तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा समान तथ्यों से उत्पन्न अथवा समान संव्यवहार के अनुक्रम में कारित किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार संपूर्ण मिज़ोरम राज्य में करती है क्योंकि सीवीसी, भारत सरकार के सतर्कता मैनुअल के पैरा 8.13.1 में किए गए प्रावधान के संदर्भ में रू. 3.00 करोड़ और इससे ऊपर रू.15.00 करोड़ तक की राशि के मामलों, जिनमें कोई कर्मचारी प्रथम दृष्टया स्पष्ट रूप से शामिल पाया जाता है, का अन्वेषण सीबीआई(भ्रष्टाचार निरोधक शाखा) को सौंपा जाएगा।

[फा. सं. 228/9/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 23rd February, 2026

S.O. 213.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946, the Central Government with the consent of the State Government of Mizoram, issued vide Notification No.C.13015/47/2025-VIG: Dated Aizawl 30.10.2025, Vigilance Department and Corrigendum Notification No.C.13015/47/2025-VIG: Dated Aizawl 22.01.2026 Vigilance Department, hereby extends powers and jurisdiction of the members of Delhi Special Police Establishment in the whole State of Mizoram for investigation of FIR No. 1/2025 dated 21/01/2025 u/s 316(5) BNS registered at Crime & Economic Offences, CID(Crime), Mizoram, Aizawl regarding fraud allegedly committed by one staff of Mizoram Co-Operative Apex Bank Ltd. namely Smt. C. Vanlalsawmi, AG–II amounting to Rs 5,85,68,848.00/- as the cases involving an amount of Rs 3.00 crore and above upto Rs 15.00 crore where staff involvement is prima facie evident are to be reported to the CBI(ACB) in terms of para 8.13.1 of Vigilance Manual, CVC, Govt of India, and also any other offences committed in the course of the same transaction arising out of the said case and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/9/2026-AVD-II]

SATYAMSRIVASTAVA, Under Secy.

नई दिल्ली, 25 फरवरी, 2026

का.आ. 214.—केंद्रीय सरकार, एतद्द्वारा, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केंद्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तमिलनाडु राज्य सरकार की अधिसूचना सं. जी.ओ.(2डी).सं.23 दिनांक: 21.01.2026, गृह(नागरिकता) विभाग के माध्यम से जारी सम्मति से ए-1 श्री अभिनंदन सिंह,आशुलिपि, गैर-निगमित वार्ड-17(4), आयकर विभाग, ग्रीम्स रोड, चेन्नई के विरुद्ध भ्रष्टाचार निवारण अधिनियम (वर्ष 2018 में यथा संशोधित) की धारा 7 के तहत अपराध कारित करने के लिए दिनांक 02.02.2026 को पंजीकृत आरसी032 2026ए0002 में पंजीकरण और अन्वेषण करने हेतु दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से, दिनांक 02.02.2026 से) समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/11/2026-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 25th February, 2026

S.O. 214.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, issued vide Notification No. G.O.(2D).No.23 Dated: 21.01.2026, Home (Citizenship) Department, hereby extends the power and jurisdiction of members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu (ex post facto w.e.f. 02.02.2026) for registration and investigation in RC032 2026A0002 registered on 02.02.2026 against A-1 Shri Abhinandan Singh, Stenographer, Non-Corporate Ward-17(4), Income Tax Department, Greams Road, Chennai for committing offence u/s 7 of PC Act (As amended in 2018).

[F. No. 228/11/2026-AVD-II]

SATYAMSRIVASTAVA, Under Secy.

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(दंत शिक्षा अनुभाग)

नई दिल्ली, 18 जुलाई, 2025

का.आ. 215.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत परिषद के परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:-

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 151 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, **पीडीएम डेंटल कॉलेज और रिसर्च इंस्टीट्यूट, बहादुरगढ़, हरियाणा** के बीडीएस छात्रों के संबंध में **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)** द्वारा प्रदान की गई डेंटल डिग्री की मान्यता से संबंधित निम्नलिखित प्रविष्टियाँ अंतर्विष्ट की जाएंगी, अर्थात्:

पीडीएम डेंटल कॉलेज एवं अनुसंधान संस्थान, बहादुरगढ़, हरियाणा	
बैचलर ऑफ डेंटल सर्जरी (2019-20 और 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	बीडीएस, **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**

[फा. सं. वी.12017/21/2023-डीई]

अमित कुमार, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Dental Education Section)

New Delhi, the 18th July, 2025

S.O. 215.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act. 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 151, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **PDM University, Bahadurgarh (Haryana)** in respect of BDS students of **PDM Dental College & Research Institute, Bahadurgarh, Haryana** the following entries shall be inserted, namely:

PDM Dental College & Research Institute, Bahadurgarh, Haryana	
Bachelor of Dental Surgery (2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	BDS, **PDM University, Bahadurgarh (Haryana)**

[F. No. V.12017/21/2023-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 18 जुलाई, 2025

का.आ. 216.—केन्द्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात:-

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 151 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में **पीडीएम दंत चिकित्सा कॉलेज एवं अनुसंधान संस्थान, बहादुरगढ़, हरियाणा** के एमडीएस छात्रों के लिए **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)** द्वारा प्रदान की गई दंत चिकित्सा उपाधियों की मान्यता के संबंध में निम्नलिखित प्रविष्टियों, को अंतर्विष्ट किया जाएगा नामत::

पीडीएम दंत चिकित्सा कॉलेज एवं अनुसंधान संस्थान, बहादुरगढ़, हरियाणा	
पीरियोडोंटोलॉजी (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (पीरियोडोंटोलॉजी) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**
ओरल ऐंड मैक्सिलोफेशियल पैथोलॉजी (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (ओरल ऐंड मैक्सिलोफेशियल पैथोलॉजी) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**
ओरल ऐंड मैक्सिलोफेशियल सर्जरी (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (ओरल ऐंड मैक्सिलोफेशियल सर्जरी) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**
ओरल मेडिसिन ऐंड रेडियोलॉजी (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (ओरल मेडिसिन ऐंड रेडियोलॉजी) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**
कंजरवेटिव डेंटिस्ट्री ऐंड एंडोडोंटिक्स (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (कंजरवेटिव डेंटिस्ट्री ऐंड एंडोडोंटिक्स) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**
ऑर्थोडोंटिक्स ऐंड डेंटोफेशियल ऑर्थोपेडिक्स (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (ऑर्थोडॉन्टिक्स ऐंड डेंटोफेशियल ऑर्थोपेडिक्स) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**

प्रोस्थोडोन्टिक्स ऐंड क्राउन ऐंड ब्रिज (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (प्रोस्थोडोन्टिक्स ऐंड क्राउन एंड ब्रिज) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**
पीडीएट्रिक ऐंड प्रीवेंटिव डेंटिस्ट्री (3 सीटों के साथ, 2019-20 ऐंड 2020-21 बैच, एक बार के उपाय के रूप में, एक मिसाल के रूप में उद्धृत नहीं किया जाना चाहिए)	एमडीएस (पीडीएट्रिक ऐंड प्रीवेंटिव डेन्सिटी) **पीडीएम विश्वविद्यालय, बहादुरगढ़ (हरियाणा)**

[फा. सं. वी.12017/21/2023-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 18th July, 2025

S.O. 216.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No.151, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **PDM University, Bahadurgarh (Haryana)** in respect of MDS students of **PDM Dental College & Research Institute, Bahadurgarh, Haryana** the following entries shall be inserted, namely:

PDM Dental College & Research Institute, Bahadurgarh, Haryana	
Periodontology (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Periodontology) **PDM University, Bahadurgarh (Haryana)**
Oral and Maxillofacial Pathology (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Oral and Maxillofacial Pathology) **PDM University, Bahadurgarh (Haryana)**
Oral & Maxillofacial Surgery (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Oral & Maxillofacial Surgery) **PDM University, Bahadurgarh (Haryana)**
Oral Medicine and Radiology (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Oral Medicine and Radiology) **PDM University, Bahadurgarh (Haryana)**
Conservative Dentistry and Endodontics (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Conservative Dentistry and Endodontics) **PDM University, Bahadurgarh (Haryana)**
Orthodontics and Dentofacial Orthopedics (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Orthodontics and Dentofacial Orthopedics) **PDM University, Bahadurgarh (Haryana)**
Prosthodontics and Crown & Bridge (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Prosthodontics and Crown & Bridge) **PDM University, Bahadurgarh (Haryana)**

Pediatric and Preventive Dentistry (with 3 seats, 2019-20 and 2020-21 batches, as a one-time measure, not to be quoted as a precedent)	MDS (Pediatric and Preventive Dentistry) **PDM University, Bahadurgarh (Haryana)**

[F. No. V. 12017/21/2023-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 8 अक्तूबर, 2025

का.आ. 217.—केन्द्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में एतदद्वारा निम्नलिखित संशोधन करती है, अर्थात् :-

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

पैसिफिक डेन्टल कॉलेज एण्ड रिसर्च सेंटर, उदयपुर	
ओरल और मैक्सिलोफेशियल सर्जरी (3 सीटों के साथ, यदि 28.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (ओरल और मैक्सिलोफेशियल सर्जरी) **पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर**
ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (3 सीटों के साथ, यदि 28.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) **पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर**
बाल दंत चिकित्सा और निवारक दंत चिकित्सा (2 सीटों के साथ, यदि 25.09.2024 को या उसके बाद स्वीकृत की जाती है)।	एमडीएस (बाल दंत चिकित्सा और निवारक दंत चिकित्सा) **पैसिफिक मेडिकल यूनिवर्सिटी, उदयपुर**

[फा. सं. वी.12017/23/2025-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 8th October, 2025

S.O. 217.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

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

Pacific Dental College & Research Centre, Udaipur	
Oral and Maxillofacial Surgery (with 3 seats, if granted on or after 28.09.2024)	MDS (Oral and Maxillofacial Surgery) **Pacific Medical University, Udaipur**
Orthodontics and Dentofacial Orthopedics	MDS (Orthodontics and Dentofacial Orthopedics)

(with 3 seats, if granted on or after 28.09.2024)	**Pacific Medical University, Udaipur**
Pediatric and Preventive Dentistry (with 2 seats, if granted on or after 25.09.2024)	MDS (Pediatric and Preventive Dentistry) **Pacific Medical University, Udaipur**

[F. No. V. 12017/23/2025-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 21 अक्तूबर, 2025

का.आ. 218.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, भारतीय दंत परिषद के परामर्श के पश्चात, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:-

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 156 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में, **अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ** द्वारा **डी.जे. कॉलेज ऑफ डेंटल साइंसेज एंड रिसर्च, मोदी नगर** के एमडीएस छात्रों के संबंध में प्रदान की गई दंत डिग्री की मान्यता के संबंध में निम्नलिखित प्रविष्टियां डाली जाएंगी, अर्थात:

डी.जे. कॉलेज ऑफ डेंटल साइंसेज एंड रिसर्च, मोदी नगर	
कंजर्वेटिव डेंटिस्ट्री और एंडोडोंटिक्स (6 सीटों के साथ, यदि 26.10.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजर्वेटिव डेंटिस्ट्री और एंडोडोंटिक्स) **अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ**
बाल चिकित्सा और निवारक दंत चिकित्सा (6 सीटों के साथ, यदि 13.11.2024 को या उसके बाद प्रदान की जाती है)	एमडीएस (बाल चिकित्सा और निवारक दंत चिकित्सा) **अटल बिहारी वाजपेयी चिकित्सा विश्वविद्यालय, लखनऊ**

[फा. सं. वी.12017/17/2025-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 21st October, 2025

S.O. 218.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

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

D.J. College of Dental Sciences & Research, Modi Nagar	
Conservative Dentistry & Endodontics (with 6 seats, if granted on or after 26.10.2024)	MDS (Conservative Dentistry & Endodontics) **Atal Bihari Vajpayee Medical University, Lucknow**
Pediatric and Preventive Dentistry (with 6 seats, if granted on or after 13.11.2024)	MDS (Pediatric and Preventive Dentistry) **Atal Bihari Vajpayee Medical University, Lucknow**

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

AMIT KUMAR, Under Secy.

नई दिल्ली, 22 अक्तूबर, 2025

का.आ. 219.— केंद्रीय सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद के परामर्श के पश्चात्, उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:-

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर द्वारा **अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर** के एमडीएस छात्रों को प्रदान की गई दंत चिकित्सा डिग्रियों की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 148 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंत:स्थापित की जाएंगी, अर्थात्:

अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर	
बाल चिकित्सा एवं निवारक दंत चिकित्सा (26.08.2024 को या उसके बाद स्वीकृत होने पर 2 सीटों के साथ)	एमडीएस (बाल चिकित्सा एवं निवारक दंत चिकित्सा) **अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर**

[फा. सं. वी.12025/47/2022-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 22nd October, 2025

S.O. 219.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 148, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **All India Institute of Medical Sciences, Raipur** in respect of MDS students of **All India Institute of Medical Sciences, Raipur** the following entries shall be inserted, namely:

All India Institute of Medical Sciences, Raipur	
Pediatric & Preventive Dentistry (with 2 seats if granted on or after 26.08.2024)	MDS (Pediatric & Preventive Dentistry) **All India Institute of Medical Sciences, Raipur**

[F. No. V. 12025/47/2022-DE]

AMIT KUMAR, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2025

का.आ. 220.—दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय दंत चिकित्सा परिषद से परामर्श के पश्चात, एतद्-द्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात्:-

केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, केरल के एमडीएस छात्रों के संबंध में **एडुकेयर इंस्टीटयूट ऑफ डेंटल साइंसेस, मलाप्पुरम, केरल** द्वारा प्रदान की गई दंत चिकित्सा डिग्री की मान्यता से संबंधित दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 97 के सामने कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंत:स्थापित की जाएंगी, नामत:

एडुकेयर इंस्टीटयूट ऑफ डेंटल साइंसेस, मलाप्पुरम, केरल	
कंजरवेटिव दंत चिकित्सा और एंडोडोंटिक्स (3 सीटों के साथ, यदि 08.01.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (कंजरवेटिव दंत चिकित्सा और एंडोडोंटिक्स) **केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, केरल**
पेरीओडोंटोलोजी	एमडीएस (पेरीओडोंटोलोजी)

(3 सीटों के साथ, यदि 08.01.2025 को या उसके बाद प्रदान की जाती है)	**केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, केरल**
ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स (3 सीटों के साथ, यदि 08.01.2025 को या उसके बाद प्रदान की जाती है)	एमडीएस (ऑर्थोडोंटिक्स और डेंटोफेशियल ऑर्थोपेडिक्स) **केरल यूनिवर्सिटी ऑफ हेल्थ साइंसेस, केरल**

[फा. सं. वी. 12017/29/2025-डीई]

अमित कुमार, अवर सचिव

New Delhi, the 1st December, 2025

S.O. 220.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:

In the existing entries of column 2 & 3 against Serial No. 97, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of Dental Degrees awarded by **Kerala University of Health Sciences, Kerala** in respect of MDS students of **Educare Institute of Dental Sciences, Malappuram, Kerala** the following entries shall be inserted, namely:

Educare Institute of Dental Sciences, Malappuram, Kerala	
Conservative Dentistry & Endodontics (with 3 seats, if granted on or after 08.01.2025)	MDS (Conservative Dentistry & Endodontics) **Kerala University of Health Sciences, Kerala**
Periodontology (with 3 seats, if granted on or after 08.01.2025)	MDS (Periodontology) **Kerala University of Health Sciences, Kerala**
Orthodontics and Dentofacial Orthopedics (with 3 seats, if granted on or after 08.01.2025)	MDS (Orthodontics and Dentofacial Orthopedics) **Kerala University of Health Sciences, Kerala**

[F. No. V.12017/29/2025-DE]

AMIT KUMAR, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 22 फरवरी, 2026

का.आ. 221.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय**, नं. 2. मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-2/54/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को **14/02/2026** को प्राप्त हुआ था।

[सं. एल -11012/11/2008-आई. आर.(सी.एम-I)]

सलोनी, उप निदेशक/लिंक अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd February, 2026

S.O. 221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. REFERENCE No.CGIT- 2/54/2008*)* of the Central Government Industrial Tribunal-cum-Labour Court,No.2, Mumbai as shown in the Annexure, in the industrial dispute between the Management of Air India Limitet and their workmen, received by the Central Government on ***14/020/2026.***

[No. L-11012/11/2008 – IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/54 of 2008

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1 M/s. Air India Ltd.

The Chairman and Managing Director,
Air India Ltd.,
Air India Building,
Nariman Point,
Mumbai 400 021.
State: Maharashtra.

AND

THEIR WORKMAN.

Party No.2 (Mr. Chandrakant Shankar Shirsat)

Flat No. 15/4,
Old Air India Colony,
Santa Cruz,
Mumbai- 400 029.
State: Maharashtra.

APPEARANCES:

Management	:	Miss Deepika Agrawal. Advocate
Workmen	:	No appearance.

AWARD

(Delivered on 22-01-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-11012/11/2008 (IR(CM-I) dated 04.08.2008. The terms of reference given in the schedule are as follows:

" i) Whether the action of the management of M/s. Air India Limited (Now NACIL), Mumbai, in dismissing Sh. Chandrakant Shankar Shirsat, Senior Aircraft Engineer from the services w.e.f. 22.12.1999 is justified and legal? ii) To what relief is the concerned workman entitled?"

2. The case is called out today. The learned counsel for the respondent Miss Deepika Agrawal is present before the court but no one is present on behalf of the workman/petitioner. From perusal of record, it is apparent that, the workman/petitioner is not responding and attending the Court since 13.02.2019 long back. Although, Statement of Claim & Written Statements have been filed by the parties respectively. The petitioner/workman has also filed his affidavit as an evidence but the petitioner is not coming to the court to prove the contents of his affidavit as well as the contents of the Statement of Claim. No other evidence has been filed by the petitioner to prove his case. The petitioner is not coming to the Court since long back. It appears that, the petitioner is not interested to contest the case furthermore. The claim of the petitioner is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

i) **The action of the management of M/s. Air India Limited (Now NACIL), Mumbai, in dismissing Sh. Chandrakant Shankar Shirsat, Senior Aircraft Engineer from the services w.e.f. 22.12.1999 is justified and legal.**

ii) **The concerned workman is not entitled to any relief.**

Date: 22-01-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 22 फरवरी, 2026

का.आ. 222.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी.सी.एल.के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय-सह- अतिरिक्त। जिला. एवं सत्र न्यायालय, गोदावरीखानी के पंचाट (पहचान संख्या. 64/2025) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/02/2026 को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आई. आर.(सी.एम-II)]

सलोनी, उप निदेशक

New Delhi, the 22nd February, 2026

S.O. 222.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(ID. No. 64/2025*)*** of the **INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM- ADDL. DIST. & SESSIONS COURT, GODAVARIKHANI** as shown in the Annexure, in the industrial dispute between the Management of **S.C.C.L.** and their workmen, received by the Central Government on 17***/02/2026.***

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CHAIRMAN, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-CUM- ADDL. DIST. & SESSIONS COURT, GODAVARIKHANI.

PRESENT:- **SRI Dr.T.SRINIVASA RAO,**

CHAIRMAN-CUM-PRESIDING OFFICER.

THURSDAY, ON THIS THE 29th DAY OF JANUARY, 2026.

I.D.No. 64 of 2025

Between:-

Chinthala Sampath, S/o. Shankar, Ex-General Mazdoor, E.C.No. 2389604, Age: 32 years, C/o. Sri S. Sanjay Kumar, Advocate,

H.No.19-1-103/4, Markandeya Colony, Godavarikhani,

District: Peddapalli - 505 209 (Telangana State).

…Petitioner/Workman

AND

1. The Supdt. of Mines,

   Singareni Collieries Company Ltd., Kasipet 2-Incline,

   Mandamarri Area, Mandamarri, District: Mancherial (T.S).

2. The General Manager,

   Singareni Collieries Company Ltd., Mandamarri Area,

   Mandamarri, District: Mancherial (T.S).

3. The Chairman & Managing Director,

Singareni Collieries Company Ltd.,

P.O: Kothagudem, District: Badradri Kothagudem (T.S).

...Respondents/Management

This case coming before me for final hearing in the presence of Sri S.Sanjay Kumar, Advocate for the Petitioner and of Sri T. Ravinder Singh, Advocate for the Respondents; and having been heard and having stood over for consideration till this day, the Tribunal delivered the following:

AWARD

This is a petition filed U/Sec.2-A (2) of I.D. Act, 1947 praying to set aside the dismissal order dt.21/29.01.2025 issued by Respondent No.2 and to direct the respondents'-company to reinstate the petitioner into service with continuity of service, all other consequential attendant benefits and full back wages.

2. The alpha and omega of the case of the petitioner is as follows:-

2(a). The petitioner was appointed in the SCCL Company and taken to duty on 17.05.2017 as Badli-Worker under dependant employment scheme as his father late Sri Shankar died while in service. Ever since his appointment, the petitioner was discharging his duties to the utmost satisfaction of all his superiors and was promoted as General Mazdoor. He has put-in more than (100) musters per year and his year-wise musters of 2017 and 2018 are submitted here under:-

Sl. No.	Particulars	Total yearly musters
1.	Musters of 2017 year (From 17.05.2017)	(126) musters
2.	Musters of 2018 year	(192) musters

2(b). Further, mother of the petitioner Smt.Ch.Laxmi, suffered from serious ill-health and petitioner got imparted prolonged treatment to her in the SCCL and other referral hospitals. Due to demise of his father, petitioner has to look after his ailing mother Laxmi and could not attend his duties regularly. Further, due to prolonged stay in the hospitals on one hand and strenuous work in the underground mine, the petitioner's health badly deteriorated. He took treatment at regular intervals in the SCCL dispensary, SCCL Area hospitals & other hospitals; but, his health condition was not improved and he suffered from severe ill-health. He continued to work in the underground on one hand and undergoing treatment on the other hand, his health completely deteriorated. But, without considering the true facts, chronic ill-health suffered by the petitioner and medical treatment imparted to him, the 2nd respondent issued charge sheet dt.31.01.2023 alleging absenteeism from duty during the year 2022:-

"25.25: Habitual later attendance or habitual absence from duty without sufficient cause".

2(c). There is no habitual late attendance or habitual absence from duty without sufficient case on the part of the petitioner, as alleged. There is reasonable and sufficient cause for his not attending to duties regularly during the charge sheet period. The charge sheet dt.31.01.2023 was served to the petitioner on 10.04.2023, to which he submitted his detailed written explanation on 12.04.2023. The respondents company imparted treatment to the petitioner in the SCCL Area Hospital and other referral Hospitals. He participated in the domestic enquiry on 24.06.2021 and deposed the true facts of his ill-health and other problems faced by him, before the Enquiry Officer. The Respondent No.1&2 have concealed the above facts of ill-health and medical treatment imparted to the petitioner before the enquiry officer and suppressed the documentary evidence in favour of the petitioner. The findings of the Enquiry Officer are very cryptic and he gave his vague findings, which are quite biased and perverse. Without considering the true facts, the Respondent No.2 dismissed the petitioner from service vide Ref. dt.21/29.01.2025.

2(d). The petitioner's health condition was badly deteriorated and he suffered from serious ill health, during the charge sheet period. It is pertinent to submit that the petitioner was imparted treatment from 03.05.2023 to 31.12.2024 by the SCCL Company. Further, the Medical Superintendent, KK-1 Dispensary, Mandamarri referred the petitioner to the Area Hospital, Ramakrishnapur, vide Reference Letter dt.02.01.2025. He was again referred by the Company Hospital to NIMS Hospital, Hyderabad for treatment of *SCELEROTIC AORTIC VALVE, CARDIOMEGALY DISHIDEEMIA*, for further evaluation and management vide Reference letter dt.25.01.2025, whereat he was imparted treatment. Further, the petitioner was referred to the SCCL Main Hospital, Kothagudem; he was reviewed on 25.02.2025, 11.03.2025 and 22.03.2025 and he was found FIT FOR DUTY, vide SCCL letter dt.24.03.2025. But, alleging absenteeism to duties during year 2022, the petitioner was dismissed from service ante-date vide Ref. dt.21/29.01.2025 unjustly, which is a clear case of victimization and unfair Labour practice. Thus, there is sufficient and reasonable cause for the petitioner for not attending to duties during the above charge sheet period. SCCL and other Medical documents may kindly be taken into consideration by this Court.

2(e). The Respondent No.2 required the petitioner to make representation on the findings report of Enquiry Officer by letter dt.10.08.2023, which was served to the petitioner on 05.01.2024 and he submitted written representation on 06.01.2024 itself. But, the Respondent No.2 straight away dismissed him from service vide Ref. dt.21/29.01.2025. No prior Show Cause Notice was issued to the petitioner proposing the capital punishment of dismissal from service and he was not afforded an opportunity explain as to why the extreme punishment of dismissal shall not be imposed on him. It is highly arbitrary, against the principles of natural justice and is a clear case of victimization and unfair Labour Practice. The petitioner's health condition badly deteriorated and he suffered from serious ill health, during the charge sheeted period and there is sufficient and reasonable cause for the petitioner for not attending to duties during charge sheet period and it cannot be termed as misconduct.

2(f). Further, imposing the capital punishment of dismissal from service on the petitioner without any prior show cause notice proposing the said capital punishment is against the settled Law and contrary to the principles of natural justice. The extremely harsh punishment of dismissal is highly excessive and shockingly disproportionate, which amounts to his economic death. Ever since his dismissal from service, the petitioner is out of employment and could not secure any other alternative job in spite of his best efforts. He hails from a very poor family and has no other source of livelihood. Therefore, he prays to set aside the dismissal order issued by the Respondent No.2 and to direct the Respondents'-Company to reinstate him into service with continuity of service, all consequential attendant benefits and full back wages.

3. On the other side the Respondents/Management filed counter by admitting the employment of the Petitioner/Workman with the Respondents'-Company, however, inter-alia contended that since the coal mining industry is a central subject the Appropriate Government for Respondent/Management is Central Government, which established an Industrial Tribunal-cum-Labour Court at Hyderabad from 29.12.2000 for adjudication of industrial disputes and the Petitioner ought to have approached the said tribunal for the redressal of grievance, if any. But, the Petitioner conveniently avoided filing his petition before the Tribunal established by the Central Government and hence it is not maintainable under law and the same may be dismissed on this ground alone.

3(a). The Respondent Company without prejudice to its rights in respect of the objection raised as above submits that the petitioner was appointed into the services of the Respondent Company as Badli Worker on 22.04.2017 and worked as General Mazdoor at Kasipeta 2-Incline till he was dismissed from service on the ground of absenteeism vide letter dt.21/29.01.2025. The Petitioner being an underground employee, he is expected to put minimum of 190 Musters in a calendar year. The following are the musters of the petitioner and action taken for his chronic absenteeism:-

Sl No.	Year	No. of Musters	Penalty/Punishment details
1.	2017	126	Not applicable
2.	2018	192	Not applicable
3.	2019	19	Not applicable
4.	2020	07	Warning letter and suspended for 10-days
5.	2021	21	Stoppage of (01) increment without cumulative effect
6.	2022	02	3-months observation time
7.	2023	01	Dismissed from service vide Lr. dt.29.01.2025.
8.	2024	0	--
9.	2025	0	--

3(b). In the year 2020, the petitioner has put-in only 07 against 190 musters. As such, he was issued charge sheet dt.13.04.2021, a written enquiry was conducted on 11.08.2021 and charges were proved against the petitioner. However, a lenient view was taken and he was suspended for 10-days vide Lr.dt.01.10.2021. Further during 2021, he has put-in 21 musters for which charge sheet dt.15.03.2022 was issued and he submitted explanation on 01.04.2022. Enquiry was conducted on 25.04.2022 and show cause notice was issued. However, a lenient view was taken and he was imposed with a penalty of "Stoppage of one Increment without cumulative effect" was imposed vide Lr.dt.13.07.2022. Again during 2022, he has put-in only 2-musters. Charge sheet dt.31.01.2023 was issued, enquiry was conducted on 28.04.2023 and he was imposed with 3-months observation time from 01.04.2024 to 30.06.2024, vide Lr.dt.01.03.2024. But, the petitioner failed to attend and the total musters put-in during 2024 are "0". Therefore, the respondents' company was constrained to dismiss the petitioner from service vide Ref.dt.21/29.01.2025.

3(c). The averments made by the Petitioner that he took treatment in the SCCL & other Hospitals at regular intervals and that his health condition was not improved and he suffered from chronic ill-health are false and denied. He was examined and certified "Fit for Duty" by the respondent company hospitals vide certificates issued on 23.11.2021, 08.07.2022, 16.12.2022, 24.04.2023, 13.01.2024 and 23.03.2024. The medical treatment and referrals were standard administrative procedures necessitated by his prolonged unauthorized absenteeism, to determine his fitness status, before resume to duty. The averments made by the petitioner in his petition are false and baseless. He was given full and fair opportunity and natural justice principles were followed during the enquiry proceedings. He was warned that if he failed to meet the attendance requirements during 3-months observation period, suitable disciplinary action will be taken against him. This serves as a final show cause notice and was duly acknowledged by him. His failure to attend a single day during final observation period from 01.04.2024 onwards, proved his unwillingness to improve, leaving dismissal as the only course of action.

3(d). Further, during brief administrative transition period from dismissal to name removal, he was referred to NIMS hospital and subsequently to the Main hospital, Kothagudem, where he was ultimately certified as "Fit for Duty". He failed to attend work even once during final review period, demonstrating a complete lack of interest in his job. His CMPF amount of Rs.2,10,152/- was settled and Gratuity amount of Rs.2,58,583/- sanctioned and it is under process. The respondent company's standing orders do not speak about of issue of Show cause notice proposing the punishment to be imposed on the delinquent employee. There is no victimization and the punishment of dismissal is not harsh and the petitioner was given number of opportunities to correct himself and to be regular to his duties by imposing minor penalties. But, he has failed to improve his attendance and resorted to unauthorizedly absent for duty. The petitioner's misconduct compelled the Respondent/ Management to impose the penalty of dismissal which cannot be termed as unjust.

3(e). Further, the Respondent Company employs more than 43,600 persons and the production results will depend upon the overall attendance and performance of every individual. If anyone remain absent without prior sanction of leave or without any justified cause, the work to be performed get effected. Such unauthorized absence creates sudden void, which at times is very difficult to fill-up with substitute, and there will be no proper planning and already planned schedules get suddenly disturbed without prior notice. For that reason every time the company inform its workers to intimate prior to the unit in-charge so that they may arrange substitute and failing to inform will result in to production and burden on other employees. The Respondent/ Management cannot be held responsible for the alleged debts and unemployment and the other allegations of the petition are denied and hence the Respondents prayed to dismiss the petition, without granting any relief to the petitioner.

4. In support of the claim of the Petitioner/Workman Ex.W-1 to Ex.W-50 and on the other side for the Respondents'-Company Ex.M-1 to Ex.M-19 were marked, with consent.

5. Arguments of the learned counsel for Petitioner/workman as well as the learned standing counsel for the Respondents/ Management heard. Perused the record produced before this Tribunal, their rival arguments and citations.

6. ***Now the points for consideration are:-***

1. Whether this Tribunal has jurisdiction to entertain this I.D; and whether the domestic enquiry conducted by the respondents is held valid or not?

2. Whether the charges leveled against the petitioner are proved basing on evidence or not?

3. Whether the dismissal order dt.21/29.01.2025 is liable to be set aside, if so, the petitioner is entitled to reinstatement with continuity of service with all attendant benefits and full back wages?

If not to what relief is the worker entitled to?"

7. From the pleadings of the Petitioner/Workman and Respondents' Company, these are the admitted facts that the petitioner/ workman worked as General Mazdoor in the Respondents'-Company and he was dismissed from service. Now coming to the documentary evidence on both sides, on behalf of Respondents'/ Company, Ex.M-1 to Ex.M-19 were marked, wherein, Ex.M-1 is attested Copy of charge sheet issued to petitioner and Ex.M-2 is attested Copy of order suspending the petitioner for 10-days. Ex.M-3 and Ex.M-4 are attested Copies of warning letters issued to the petitioner. Ex.M-5 is attested Copy of charge sheet issued to the petitioner Ex.M-6 is attested Copy of show cause notice to the petitioner. Ex.M-7 is attested copy of stoppage of one increment without cumulative effect and Ex.M-8 is attested Copy charge sheet issued to the petitioner. Ex.M-9 is attested copy of Enquiry Report and Ex.M-10 is attested copy of notice. Ex.M-11 is attested copy of 3-months observation time and Ex.M-12 is attested copy of charge sheet issued to petitioner. Ex.M-13 is attested copy of dismissal order of petitioner. Ex.M-14 to Ex.M-19 are attested copies of "Fit for Duty" letters.

7(a). On the other side, the petitioner got marked Ex.W-1 to W-50 on his behalf, wherein, Ex.W-1 is posting office order as Badli Worker, on completing basic job training. Ex.W-2 is Pay sheet of 12/2017 showing 126-musters during the year 2017. Ex.W-3 is Pay sheet of 12/2018 showing 192-musters during the year 2017. Ex.W-4 is O/c of Demand Letter and R.P receipts and Ex.W-5 is SCCL reference letter issued by R-1. Ex.W-6 is SCCL dispensary medical O.P

ticket of petitioner and Ex.W-7 is Sri Krishna Hospital, Mancherial medical prescription of petitioner. Ex.W-8 is SCCL Area Hospital RKP medical prescription of the petitioner and Ex.W-9 is SCCL dispensary medical O.P ticket of petitioner. Ex.W-10 is Kamineni Hospital SCCL reference medical prescription of petitioner. Ex.W-11 is SCCL reference letter of petitioner and Ex.W-12 is Kamineni Hospital SCCL reference medical prescription of petitioner-(2) Nos. Ex.W-13 is SCCL dispensary medical O.P ticket of petitioner and Ex.W-14 is SCCL dispensary medical O.P ticket of petitioner. Ex.W-15 is CHAIMS Hospital medical prescription of petitioner and Ex.W-16 is Chelmeda Ananda Rao Institute of Medical Sciences Hospital medical prescription of petitioner. Ex.W-17 is SCCL Reference letter of petitioner issued to NIMS Hospital, Hyderabad. Ex.W-18 is SCCL Reference letter of petitioner issued to NIMS Hospital, Hyderabad. Ex.W-19 is NIMS Hospital medical prescription of petitioner and Ex.W-20 is NIMS Hospital medical prescription of petitioner. Ex.W-21 is NIMS Hospital medical prescription of petitioner and Ex.W-22 is NIMS Hospital medical prescription of petitioner-(2) Nos. Ex.W-23 is NIMS Hospital medical prescription of petitioner. Ex.W-24 is SCCL Area Hospital Medical prescription from 11.02.2025 to 19.02.2025. Ex.W-25 is SCCL Area Hospital Discharge summary from 01.03.2025 to 05.03.2025; and Ex.W-26 is FIT FOR DUTY certificate issued by SCCL Main Hospital, Kothagudem.

7(b) Further, Ex.W-27 is Govt. Hospital Medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-28 is Padmavathi Hospital Medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-29 is Balaji Scan Centre Ultra Sound abdomen of Ch.Laxmi - mother of petitioner. Ex.W-30 is SCCL Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-31 is CHAIMS Hospital medical report of Ch.Laxmi - mother of petitioner-(2) Nos. Ex.W-32 is SCCL Hospital medical prescription of Ch.Laxmi - mother of petitioner; and Ex.W-33 is SCCL Hospital medical prescription of Ch.Laxmi - mother of petitioner from 23.08.2023 to 26.08.2023. Ex.W-34 is SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner; and Ex.W-35 is Balaji Scan Centre Ultra Sound abdomen of Ch.Laxmi - mother of petitioner. Ex.W-36 is SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner. Ex.W-37 is Discharge Summary of Ch.Laxmi - mother of petitioner; and Ex.W-38 is Medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-39 is CHAIMS Hospital USG Abdomen Scan of Ch.Laxmi - mother of petitioner. Ex.W-40 is CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-41 is CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-42 is CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-43 is Medical prescription of Ch.Laxmi - mother of petitioner; and Ex.W-44 is CHAIMS Hospital USG Abdominal scan of Ch.Laxmi - mother of petitioner. Ex.W-45 is CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-46 is CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-47 is SCCL Area Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-48 is SCCL Area Hospital medical prescription of Ch.Laxmi - mother of petitioner. Ex.W-49 is SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner and Ex.W-50 is SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner. The above documents of both sides are not in much dispute by either side.

8. Here, the learned standing counsel for the respondents'-company has strenuously argued and raised a Preliminary Objection in the Counter that since the coal mining industry is a central subject the Appropriate Government for Respondent/ Management is Central Government, which established Central Govt. Industrial Tribunal, at Hyderabad for adjudication of Industrial Disputes and the petitioner ought to have approached the said Tribunal for the redressal of grievance, if any. But, the Petitioner conveniently avoided filing his petition before the Tribunal established by the Central Government and approached this Tribunal; hence it is not maintainable under law and the same may be dismissed on this ground alone.

8(a). The learned standing counsel for the respondents'-company without prejudice to the above preliminary objection; has put forth and set forth that the petitioner was appointed as Badli Worker on 22.04.2017 and he being an underground employee is expected to put minimum 190 Musters in a calendar year. But, he was not regular to his duties and in only one year of 2018 he had put in the required 190 musters. The contentions of the Petitioner that he suffered from chronic ill-health and *SCELEROTIC AORTIC VALVE, CARDIOMEGALY DISHIDEEMIA* is incorrect. If he was really suffering from ill health, it becomes his primary responsibility to report sick in Colliery Hospital or he should have informed to unit officers about his incapability to attend duties and he would have got leave or loss of pay leave but he did not inform anything. The Respondent Company employs more than 43,600 persons and the production results will depend upon the overall attendance and performance of every individual. If anyone remain absent without prior sanction of leave or without any justified cause, the work to be performed get effected. Such unauthorized absence creates sudden void, which at times is very difficult to fill-up with substitute, and there will be no proper planning and already planned schedules get suddenly disturbed without prior notice. For that reason every time the company inform its workers to intimate prior to the unit in-charge so that they may arrange substitute and failing to inform will result in to production and burden on the other employees.

8(b). The learned standing counsel for the respondents'-company further argued that during the period from January 2022 to December 2022, the Petitioner has put in 02-musters only. As the above act amounted to misconduct under Company Standing Orders No.25.25, he was issued charge sheet dt.31.01.2023 for absenteeism for the year 2022. Enquiry into the charges leveled against the petitioner was conducted by the Enquiry Officer on 28.04.2023 in which the Petitioner has fully participated in the enquiry proceedings. He was given full and fair opportunity to defend his case. In his deposition before the Enquiry Officer, the petitioner admitted charges mentioned in the charge sheet. He

accepted his mistake that he remained absent during the dates mentioned in the charge sheet due to his health problems and Mother health problems. However, he did not submit any other documentary evidence about the alleged ill-health which prevented him from remaining absent from duties during entire absenteeism period. As the charges were proved against the petitioner, show cause notice was issued to submit his explanation within 7-days on the findings of the E.O. But, he has not submitted any explanation against enquiry findings. However a lenient view was taken and he was given 3-months observation period from 01.04.2024 to 30.06.2024. Even after counseling, the petitioner has not fulfilled the 3-months observation period also and failed to attend to his duties and the total musters put-in by him during the year 2024 are "0". Hence, the respondents' company was constrained to impose capital punishment and dismissed from service vide office order dt.21/29.01.2025.

8(c). The learned standing counsel for the respondents'-company further put forth and set forth that the petitioner was given number of opportunities to correct himself and to be regular to his duties by imposing minor penalties such as issued suspension of 10 days for the unauthorized absenteeism during the Calendar Year 2020 and stoppage of one increment without cumulative effect for the unauthorized absenteeism during the Calendar Year 2021. But, the Petitioner has failed to improve his attendance and resorted to unauthorizedly absent for duty during the calendar year 2022 also. He failed improve his attendance during the years 2023 and 2024; and even after giving opportunities to improve his attendance, the petitioner continued his absenteeism continuously and there is no improvement in the attendance. The petitioner's misconduct has compelled the Respondent/Management to impose penalty of dismissal which cannot be termed as unjust. The petitioner not utilized the opportunities given by the company and not improved his attendance. Hence, the Respondent Company dismissed him from service vide order dt.21/29.01.2025, which is justified. Hence, he prayed to dismiss the petition, without granting any relief to the petitioner/workman.

9. Per contra, on the point of jurisdiction and preliminary objection, the learned counsel for the Petitioner/workman has strenuously put forth and set forth that as per the Division Bench Judgment of the Hon'ble High Court reported in 1997(III) LLJ (Supp.)11, Between: U. Chinnappa Vs. Cotton Corporation of India, this Tribunal has jurisdiction over Singareni Collieries Company Ltd., to entertain the Industrial Dispute raised by the petitioner/workman though the appropriate Govt. is Central Govt., The petitioner need not raise the Industrial Dispute compulsorily before the Central Govt. Industrial Tribunal, Hyderabad alone, as contended by the respondents' company. Hence, this I.D petition filed by petitioner/ workman is well maintainable before this Tribunal for adjudication of the dispute on merits.

9(a). The learned counsel for the Petitioner/workman further strenuously put forth and set forth that the Petitioner/Workman was appointed was appointed on 22.04.2017 as Badli Worker as a dependant in place of his father, who died while in service during 2015. He served the respondents' company and put-in (126) during the year 2017 i.e., from 1705.2017. Further, he had put in (192) musters during the year 2018 and he was promoted as General Mazdoor. Unfortunately, Smt.Ch.Laxmi, mother of the petitioner suffered from serious ill-health and petitioner got imparted prolonged treatment to her in the SCCL and other referral hospitals. Due to demise of his father, petitioner has to look after his ailing mother Laxmi and could not attend his duties regularly. Further, due to prolonged stay in the hospitals on one hand and strenuous work in the underground mine, the petitioner's health badly deteriorated. He took treatment at regular intervals in the SCCL dispensary, SCCL Area hospitals and other hospitals; but, his health condition was not improved and he suffered from severe ill-health. Further, his health condition badly deteriorated and he suffered from serious ill health, during the charge sheet period. He was imparted treatment from 03.05.2023 to 31.12.2024 by the SCCL Company. Further, the Medical Superintendent, KK-1 Dispensary, Mandamarri referred the petitioner to the Area Hospital, Ramakrishnapur, vide Reference Letter dt.02.01.2025. He was again referred by the Company Hospital to NIMS Hospital, Hyderabad for treatment of *Scelerotic Aortic Valve*, *Cardiomegaly Dishideemia*, for further evaluation and management vide Reference letter dt.25.01.2025, whereat he was imparted treatment. Further, the petitioner was referred to the SCCL Main Hospital, Kothagudem; he was reviewed on 25.02.2025, 11.03.2025 and 22.03.2025 and he was found Fit For Duty, vide SCCL letter dt.24.03.2025. But, alleging absenteeism to duties during year 2022, the petitioner was dismissed from service ante-date vide Ref. dt.21/29.01.2025, which is a clear case of victimization and unfair Labour practice. Thus, there is sufficient and reasonable cause for the petitioner for not attending to duties during the above charge sheet period. But without considering the true facts, the respondent No.2 dismissed the petitioner from service, illegally.

9(b). The learned counsel for the Petitioner/workman further strenuously put forth and set forth that the petitioner participated in the enquiry, deposed the true facts of his ill-health and mother's health problems. But, the enquiry officer did not properly appreciate the documentary and oral evidence and he gave his vague findings, which are quite biased and perverse. The 2nd respondent required the petitioner to make representation on the findings report of the Enquiry Officer by letter dt.10.08.2023, which was served to the petitioner on 05.01.2024 and he submitted written representation on 06.01.2024 itself. But, 2nd respondent straight away dismissed him from service vide Ref.No.MMR/PER/D/072/25/445, dt.21/29.01.2025. No prior Show Cause Notice was issued to the petitioner proposing the capital punishment of dismissal from service and he was not afforded an opportunity explain as to why the extreme punishment of dismissal shall not be imposed on him. The petitioner's health condition was badly deteriorated and he suffered from serious ill health, during the charge sheeted period and there is sufficient and reasonable cause for the petitioner for not attending to duties during charge sheet period.

9(c). The learned counsel for the Petitioner/workman further put forth and set forth that imposing the capital punishment of dismissal from service without any prior show cause notice is against the principles of natural justice. The extremely harsh punishment of dismissal is highly excessive and shockingly disproportionate, which amounts to economic death of the petitioner. Ever since his dismissal from service, the petitioner is out of employment and could not secure any other alternative job in spite of his best efforts. He hails from a very poor family and has no other source of livelihood. Therefore, he prayed to set aside the dismissal order and to direct the Respondents'-Company to reinstate the petitioner/workman into service with continuity of service, all consequential attendant benefits and full back wages.

POINT No.1:

10. Here, on the point of territorial jurisdiction of this Tribunal, it is settled Law that as per the Division Bench Judgment of the Hon'ble High Court reported in 1997(III)LLJ(Supp.)11, Between: U. Chinnappa Vs. Cotton Corporation of India, this Tribunal has got every jurisdiction to entertain the Industrial Dispute raised by the petitioner/workman who was an employee of Singareni Collieries Company Ltd., Even though, the Central Govt. is appropriate Govt., for the respondents'-Company, the petitioner need not compulsorily raise the Industrial Dispute before the Central Govt. Industrial Tribunal, Hyderabad, as contended by the respondents' company; and he can file this I.D. case before this Tribunal as well. Hence, the contentions of the respondents'-company on the point of jurisdiction of this Tribunal are not sustainable under Law. Accordingly, it is answered in favour of the petitioner and against the respondents' Singareni Collieries Company Limited.

11. Further in this matter, initially the petitioner/workman denied the validity and legality of the enquiry report. But on 20.01.2026, the learned counsel for petitioner filed Memo U/Sec.11-A of I.D Act by accepting the procedure of domestic enquiry to be fair and valid. Hence, it can be said the Enquiry Officer has followed the principles of natural justice. Now the next question is, whether the misconduct is proved in the facts of the case and the findings are not perverse. So, this Tribunal is to re-appreciate the evidence and come to its own conclusion with regard to finding guilty or not based on evidence. Accordingly, the Point No.1 is answered.

POINT No.2 & 3:

12. In view of the pleadings of the Petitioner/Workman as well as Respondents/corporation as well as in view of the rival arguments of their respective counsel now this Court will go into the evidence on record. Admittedly, the petitioner was dismissed from service by Proc. dt.21/29.01.2025 wherein it is alleged that the petitioner was absent from duty without sanctioned leave or sufficient cause during the year 2022. From a perusal of the record, it shows that Charge Sheet dt.31.01.2023 was issued to the petitioner, which is marked as Ex.M-8. It is evident from the charge sheet that the petitioner absented to duties for 341-days and put-in only 02 actual musters during the year 2022. It is further evident from the charge sheet under Ex.M-8 that he put in 126-musters during the year 2017, 192-musters during the year 2018, 19-musters during the year 2019; 07-musters during the year 2020 and 21-musters during the year 2021. Domestic enquiry was conducted and the enquiry proceedings are marked as Ex.M-9. Further, a perusal of Ex.M-9 proceedings of enquiry and enquiry report would goes to show that the Petitioner/Workman participated in the domestic enquiry and deposed that he remained absent on the dates as mentioned in the charge sheet and it was his mistake. He admitted that charges and pleaded guilty and deposed that due to his own health problems and his mother's health problems, he did not attend to his duty. He accepted his mistake for remaining absent during the charge sheet year of 2022 and assured that he will be more careful in future and he will not remain absent without prior sanction of leave.

12(a). From the Enquiry Report which is also under Ex.M-9, it is evident that the petitioner absented to duty without sanctioned leave and he accepted the charge made under Company's standing order 25.25 (habitual late attendance or habitual absence from duty without sufficient cause) mentioned in the charge sheet dt.31.01.2023 was held proved. The petitioner has not submitted any documents regarding his mother's health problems in the enquiry to substantiate his claim. Further, 7-days notice dt.10.08.2023 was issued, which is marked as Ex.M-10 and he was kept under 3-months observation period from 01.04.2024 onwards requiring put-in 16-UG musters per month and altogether 48-UG musters in 3-months time, which is marked as Ex.M-11. Another charge sheet dt.31.01.2024 was issued for his absenteeism during the year 2023 which is marked as Ex.M-12. The dismissal order dt.21/20.01.2025 is marked as Ex.M-13 wherein it shows that the petitioner received the enquiry report and proceedings on 05.01.2024. In turn he submitted written representation dt.06.01.2024, which was also considered to be not satisfactory. Hence, petitioner was dismissed from services of the Company with immediate effect.

12(b). Further, attested copies of "Fit for Duty" letters dt.15.11.2024, 23.03.2024, 22.04.2023, 08.07.2022, 13.01.2024 and 16.12.2022 filed by the Respondents/Company are marked as Ex.M-14 to Ex.M-19. It is evident that the petitioner was sent to the SCCL Main Hospital, Kothagudem and other Area Hospitals of SCCL for fitness. The petitioner was reviewed by the concerned SCCL Hospital and found made fit for duty.

13. Apart from the above, the petitioner/workman submitted as many as 47 documents, medical prescriptions, medical reports and treatment imparted to him and his mother Laxmi. They are marked as Ex.W-4 to Ex.W-50. Most of the medical documents submitted by the petitioner/workman were issued by the SCCL Hospitals, NIMS, Kamineni, CHAIMS Hospital and other referral Hospitals, which prima-facie show that both the petitioner/workman and his

mother Laxmi have suffered from ill-health for 5-years from 2019 to 2024. The petitioner explained that due to his ill-health and health problems of this mother, he absented to duties during the charge sheeted year of 2022 and prayed to consider his case sympathetically. Further, it is evident from the Pay sheets of petitioner under Ex.W-2 and Ex.W-3 that he put-in 126-musters during the year 2017 and 192-musters during the year 2018. Thus, it is evident from the enquiry proceedings and enquiry report under Ex.M-9 as well as the material on record, that the petitioner had not put in minimum required musters of 190 during the year 2022. For which, petitioner submitted that due to his ill-health and health problems of his mother, he was unable to perform duty regularly during the charge sheet period and submitted several medical prescriptions and reports of SCCL and other referral hospitals, which are marked as Ex.W-4 to Ex.W-50. Further, the above medical documents of the petitioner lend support to his enquiry statement under Ex.M-9 showing the ill-health suffered by him and his mother. These documents clearly show that the petitioner/ workman and his mother both were imparted treatment during the charge sheet period. Hence, the defense put-forth by the petitioner is plausible and amount to mitigating circumstances.

13(a). However, it is clear that the petitioner has not attended to duties during the charge sheet period and the charges were amply proved against him. Therefore, it can be said that the respondents/ company has no axe to grind against the petitioner. Hence, this Tribunal has no hesitation to hold that the charge leveled against the petitioner/ workman is proved and misconduct of the workman is established basing on the evidence and the findings of enquiry officer are not perverse. But, at the same time much gravity cannot be attributed to the petitioner since his ill-health and ill-health of his mother and treatment imparted by SCCL and other referral hospitals is supported by the medical documents, which shows reasonable cause for the petitioner's absence during the charge sheet period.

14. <u>Now the question is whether the punishment of removal from service is disproportionate or not?</u>

14(a). It is settled law that the object of I.D.Act is to give succor to weaker sections of the society and it is a social welfare legislation. Here, there is no ***"Plumbline Precision"*** for deciding the proportionality of punishment, which depends upon the facts and circumstances of each case. The Industrial Tribunal/Labour Court is empowered to exercise discretionary powers Under Sec.11-A of Industrial Disputes Act for judicious adjudication of the industrial disputes. Several factors like nature of duty, past service past conduct, previous penalties if any and the discipline required to maintain in the department, victimization and plea of the petitioner/workman and the punishment must be commensurate with the gravity of charges against the petitioner/ workman etc., by considering the relevant factors and mitigating circumstances of each case are to be taken into consideration so as to mould the relief appropriately and reduce the punishment imposed on the workman.

15. Here, the learned counsel for the petitioner/workman submitted that the Petitioner was appointed in the year 2017 as a dependant of his deceased father who died while in service and put in more than 100 musters for two years. The petitioner submitted the referral letters issued by SCCL Hospitals and the respondents have referred the petitioner to NIMS, CHAIMS, Kamineni and other Hospitals during the years 2019-2024. It appears from the medical documents submitted by the petitioner that he was imparted treatment for: "*SCELEROTIC AORTIC VALVE, CARDIOMEGALY DISHIDEEMIA."* Further, the petitioner hails from a very poor family, he has got no other livelihood and facing untold financial problems, and prayed to consider the case U/Sec.11-A of I.D. Act. Here, the learned counsel for the petitioner relied upon the following citations:-

1) <u>HON'BLE SUPREME COURT JUDGMENT REPORTED IN AIR 1988 SC 303 – Between: Scooter India Ltd, Labour Court, Lucknow & ors</u>:

In this case, the Labour Court while holding that enquiry had conformed to statutory prescriptions and principles of natural justice, yet held that order of termination was not justified and ordered for reinstating employee with 75% back wages. Wide powers are vested in Labour Court or Tribunal. Labour Court can temper justice with mercy and give an opportunity to an erring workman to reform himself. Order of Labour Court granting relief of reinstatement with 75% back wages was upheld by Hon'ble Supreme Court.

2) <u>HON'BLE HIGH COURT JUDGMENT IN W.A. No.1101/2008 and W.P.No.7671 of 2000, dt.07.04.2009 D.B. Judgment</u>:

In this case, the Labour Court granted reinstatement with continuity of service and half-of back wages. The Hon'ble High Court held that since the petitioner remained unemployed from the date of removal, modified the award of Labour Court by granting full back wages.

3) Judgment of Hon'ble Supreme Court, dt.24-08-2009 in Civil Appeal No.5762 of 2009, Between: Coal India Ltd. & Anr Vs. Mukul Kumar Choudari and others.

4) Judgment of Hon'ble Supreme Court dt.14-05-2009 Between: Jagadish Singh Vs. Punjab Engineering College and others.

In the above Judgments of the Hon'ble Supreme Court at Sl.No.3 & 4 reveals that the punishment should be in commensurate with the gravity of the charges and it should not be shockingly disproportionate. Further, this Tribunal is adhering to the ratio laid down by their Lordships as applicable to the facts of the present case on hand, to the extent of reinstatement only.

16. Here, this Tribunal relied on a Division Bench Judgment of the Hon'ble Supreme Court rendered in Civil Appeal No.2157/1999, dt.08.04.1999 between Ajaib Singh vs. Sirhind Co-op. Marketing-cum-Processing Service Society Ltd., & another, wherein their lordships held that:-

> *"The object of Industrial Disputes Act was to give succor to weaker sections of the society. The emerge Welfare State implies an end to exploitation of workman and as a corollary to that collective bargaining c Legislature had intended to protect workmen against victimization and exploitation by the employer and to Industrial Disputes in a peaceful manner.*
>
> *"The object of the Act, therefore, is to give succor to weaker sections of the society which is a pre-requisite for Welfare State. To ensure industrial peace and pre-empt industrial tension, the Act further aims at enhancing the industrial production which is acknowledged to be life-blood of a developing society. The Act provides a machinery for investigation and settlement of industrial dispute ignoring the legal technicalities with a view to avoid delays, by specially authorized Courts which are not supposed to deny the relief on account of the procedural wrangles".*

16(a). Further, in a decision of the Hon'ble High Court reported in 2012 (1) ALD 220 (DB), wherein their lordships observed that:-

> *"The Industrial Disputes Act, 1947 is a social welfare legislation, which required to be interpreted keeping in view the goals set out in the Preamble and Directive principles of State Policy in Part-IV of the Constitution. The Labour Court/Industrial Tribunal is conferred with very wide discretion U/Sec.11-A of the Act for granting appropriate relief".*

17. Here, their Lordships of the Hon'ble Gujarat High Court in a case rendered on 04.05.1994, Between: Management of Glaxo India Ltd., Vs. State of Assam and 3 others categorically observed that ***"a Labour Court is required to settle a dispute according to the principles of natural justice, equity and good conscience and law without attaching undue importance to legal technicalities"***.

18. Further, it is well settled law that if the Industrial Tribunal/ Labour Court is satisfied that the punishment imposed on the petitioner/workman is not justified, the Industrial Tribunal/ Labour Court ***is clothed with the power to reappraise the evidence*** *in the domestic enquiry and satisfy itself whether the said evidence relied on by the Enquiry Officer or Respondents/ Management established the misconduct alleged against the workman. Further, Section 11-A comes into effect only at the time when the Industrial Tribunal/Labour Court consider about the punishment to be imposed. While previously the Industrial Tribunal/Labour Court had no* ***power to interfere with the punishment****,* ***it is now clothed with such a power****. Apart from the above, Industrial Tribunal/Labour Court should temper justice with mercy and not flog the petitioner/ workman to asset our might. The power of ocean does not lie in its tumultuous tides but in its meditative vastness".* My above view is fortified with the observation of their Lordships of Hon'ble Madras High Court in a case Between: ***High Court of Madras Vs. R.D.Santhana Krishnan dt.21st December, 2021.***

19. Here, it is to be noted that the concept of Industrial Dispute is quite broad and with the passage of time its horizon is being expanded. Further, the disputes are required to be resolved for the purpose of establishing peaceful and cordial atmosphere in an industry. Peace and harmony are the quintessential aspects which are to be kept in view while dealing with the *"lis"* or *"controversy"* relating to any industry. Apart from the above, whether the impugned punishment is so disproportionate as to shock the conscience of the Court, has to be decided on the facts of each case, having due regard to the gravity of misconduct & nature of duties discharged by the delinquent employee.

20. Here, it is pertinent to note that the term "misconduct" is the intentional doing of something which the doer knows to be wrong, or which he does recklessly, not caring what the result may be. It includes negligence or want of proper care which an employee is to take. But, it is a fact that ***"to err is human"*** and ***"to forgive is divine".*** Keeping the said spirit into consideration and in the interest of cause of justice, every errant conduct of an employee of an organization could not be treated as grave misconduct. Further, it is settled law that promoting empathy and understanding by encouraging forgiveness, which is a divine quality transcending human limitation, should be preferred to anything else in the given circumstances. My above view is fortified by observation of their Lordships of the Hon'ble Supreme Court in a judgment rendered Between: ***Ratilal Jhaverbhai Parmar Vs State Of Gujarat dt.21st October, 2024.***

21. Further, the Hon'ble Madras High Court observed in a case rendered in *Management of Hyudai Motor India Ltd Vs. T.Sudhakar ... on 31st January, 2022:*

> *"**When scales of justice stands balanced in a given case, the tilt to be exercised should be in favour of the poor workmen rather than the mighty Managements**."*

22. Therefore, by taking a holistic view of the matter, I am of the considered view that the extreme punishment of removal imposed by the respondents/corporation against the petitioner/workman is harsh, disproportionate and shocks to conscience of this Tribunal, hence, deserves to be modified since the disciplinary authority cannot be permitted to act arbitrarily and work like a Roman Knight and it cannot be allowed a fight between David and Goliath as in the present case on hand. Moreover, facts of this case attracts the proverbial saying *"Every saint has a past and every sinner has a future"* and Biblical proverbs *"Speak up for those who cannot speak for themselves, for the rights of all*

who are destitute" and *"Speak up and judge fairly; defend the rights of the poor and needy."* Further, *"Heavens would not have fallen if one more opportunity is given for the petitioner"*.

23. This Tribunal has perused, analyzed and meditated upon the case at hand, the case laws and principles of law referred above. In view of the above facts and circumstances and keeping in view of the principle *"temper justice with mercy"* and to meet the ends of justice, this Tribunal is of the opinion that the punishment of removal from service imposed on the petitioner is disproportionate and shocks the conscience of this Tribunal and hence, it deserves to be modified appropriately. It appears from the record that the petitioner rendered service of 7-years only in the respondents' company and he is out of employment ever since his dismissal from service. Hence, this Tribunal is of the considered view that denial of entire back wages, continuity of service and all other attendant benefits during the intervening period from the date of his dismissal to till date and further ***"Deferment of Annual Increments for a period of TWO years with cumulative effect"*** would be a deterrent punishment to the petitioner. However, the past service rendered by the petitioner shall be protected and counted for all purposes. Hence, the punishment of dismissal from service imposed by the Respondents' Company is hereby modified. Accordingly, the Points 2 & 3 are answered.

24. **IN THE RESULT**, the petition is partly allowed. The dismissal order dt.21/29.01.2025 under Ex.M-13 issued by the Respondent No.2 is hereby modified. The respondents' company is directed to reinstate the petitioner into service, but without any back wages, without any continuity of service and without any attendant benefits during the intervening period from dismissal till date and it shall be treated as "not on duty" for all purposes. However, the past service rendered by the petitioner shall be protected and counted for all purposes. ***Further, his Annual Increments shall be deferred for a period of TWO years with cumulative effect".*** The petitioner is entitled to the salary only from the date of publication of the Award. Copy of the Award be sent to the appropriate Government for publication. Both parties shall bear their own costs.

Typed to my dictation, corrected and pronounced by me in the open Court, on this the 29st day of January, 2026.

Sri Dr.T.SRINIVASA RAO, Chairman-Cum-Presiding Officer

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

FOR WORKMAN:- FOR MANAGEMENT:-

-Nil- -Nil-

EXHIBITS MARKED

FOR WORKMAN:-

Ex.W-1	Dt.	14.04.2017	Posting office order as Badli Worker, on completing basic job training.
Ex.W-2	Dt.	31.12.2017	Pay sheet of 12/2017 showing (126) musters during the year 2017.
Ex.W-3	Dt.	31.12.2018	Pay sheet of 12/2018 showing (192) musters during the year 2017.
Ex.W-4	Dt.	09.06.2025	O/c Demand Letter and R.P receipts.
Ex.W-5	Dt.	02.01.2019	SCCL reference letter issued by R-1.
Ex.W-6	Dt.	22.10.2020	SCCL dispensary medical O.P ticket of petitioner.
Ex.W-7	Dt.	21.12.2020	Sri Krishna Hospital, Mancherial medical prescription of petitioner.
Ex.W-8	Dt.	02.01.2021	SCCL Area Hospital RKP medical prescription of the petitioner.
Ex.W-9	Dt.	02.01.2021	SCCL dispensary medical O.P ticket of petitioner.
Ex.W-10	Dt.	26.08.2021	Kamineni Hospital SCCL reference medical prescription of petitioner.
Ex.W-11	Dt.	25.08.2021	SCCL reference letter of petitioner.
Ex.W-12	Dt.	26.08.2021	Kamineni Hospital SCCL reference medical prescription of petitioner-(2) Nos.
Ex.W-13	Dt.	--	SCCL dispensary medical O.P ticket of petitioner.
Ex.W-14	Dt.	21.07.2023	SCCL dispensary medical O.P ticket of petitioner.
Ex.W-15	Dt.	28.05.2024	CHAIMS Hospital medical prescription of petitioner.

Ex.W-16	Dt.	24.08.2024	Chelmeda Ananda Rao Institute of Medical Sciences Hospital medical prescription of petitioner.
Ex.W-17	Dt.	25.01.2025	SCCL Reference letter of petitioner issued to NIMS Hospital, Hyderabad.
Ex.W-18	Dt.	29.01.2025	SCCL Reference letter of petitioner issued to NIMS Hospital, Hyderabad.
Ex.W-19	Dt.	01.02.2025	NIMS Hospital medical prescription of petitioner.
Ex.W-20	Dt.	04.02.2025	NIMS Hospital medical prescription of petitioner.
Ex.W-21	Dt.	04.02.2025	NIMS Hospital medical prescription of petitioner.
Ex.W-22	Dt.	12.02.2025	NIMS Hospital medical prescription of petitioner-(2) Nos.
Ex.W-23	Dt.	14.02.2025	NIMS Hospital medical prescription of petitioner.
Ex.W-24	Dt.	11.02.2025	SCCL Area Hospital Medical prescription from 11.02.2025 to 19.02.2025.
Ex.W-25	Dt.	05.03.2025	SCCL Area Hospital Discharge summary from 01.03.2025 to 05.03.2025.
Ex.W-26	Dt.	24.03.2025	FIT FOR DUTY certificate issued by SCCL Main Hospital, Kothagudem.
Ex.W-27	Dt.	30.09.2022	Govt. Hospital Medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-28	Dt.	03.05.2023	Padmavathi Hospital Medical prescription of Ch.Laxmi - mother of petitioner.
Ex.W-29	Dt.	08.05.2023	Balaji Scan Centre Ultra Sound abdomen of Ch.Laxmi - mother of petitioner
Ex.W-30	Dt.	17.05.2023	SCCL Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-31	Dt.	17.07.2023	CHAIMS Hospital medical report of Ch.Laxmi - mother of petitioner-(2) Nos.,
Ex.W-32	Dt.	21.07.2023	SCCL Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-33	Dt.	23.08.2023	SCCL Hospital medical prescription of Ch.Laxmi - mother of petitioner from 23.08.2023 to 26.08.2023.
Ex.W-34	Dt.	26.08.2023	SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner
Ex.W-35	Dt.	24.08.2023	Balaji Scan Centre Ultra Sound abdomen of Ch.Laxmi - mother of petitioner
Ex.W-36	Dt.	28.08.2023	SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner
Ex.W-37	Dt.	05.09.2023	Discharge Summary of Ch.Laxmi - mother of petitioner
Ex.W-38	Dt.	07.02.2024	Medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-39	Dt.	11.05.2024	CHAIMS Hospital USG Abdomen Scan of Ch.Laxmi - mother of petitioner
Ex.W-40	Dt.	11.05.2024	CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-41	Dt.	28.05.2024	CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-42	Dt.	28.05.2024	CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-43	Dt.	1607.2024	Medical prescription of Ch.Laxmi - mother of petitioner

Ex.W-44	Dt.	24.08.2024	CHAIMS Hospital USG Abdominal scan of Ch.Laxmi - mother of petitioner
Ex.W-45	Dt.	24.08.2024	CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-46	Dt.	24.08.2024	CHAIMS Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-47	Dt.	30.11.2024	SCCL Area Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-48	Dt.	30.11.2024	SCCL Area Hospital medical prescription of Ch.Laxmi - mother of petitioner
Ex.W-49	Dt.	30.11.2024	SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner
Ex.W-50	Dt.	02.12.2024	SCCL Area Hospital Reference letter of Ch.Laxmi - mother of petitioner

FOR MANAGEMENT:-

Ex.M-1	Dt.	13.04.2021	Attested copy of charge sheet issued to petitioner vide Lr.No.MMR/KSPT-2/R-07/21/727.
Ex.M-2	Dt.	27.09.2021 01.10.2021	Attested copy of order suspending the petitioner for 10 days vide Ref MMR/PER/D/072/21/6346.
Ex.M-3	Dt.	08.10.2021	Attested copy of warning letter issued to the petitioner vide Lr.No.MMR/kept-2/R-07/21/1937.
Ex.M-4	Dt.	04.01.2022	Attested copy of warning letter issued to the petitioner vide Lr.No.MMR/ KSPT-2/R-07/22/030.
Ex.M-5	Dt.	15.03.2022	Attested copy of charge sheet issued to petitioner vide Lr.No.MMR/KSPTT-2/R-07/22/14.
Ex.M-6	Dt.	21.06.2022	Attested copy of show casue notice to the petitioner vide Lr.No.MMR/PER/ D/ 072/21/3574.
Ex.M-7	Dt.	13.07.2022	Attested copy of Stoppage of one increment without cumulative effect vide Lr.No.MMR/PER/D/072/22/4109.
Ex.M-8	Dt.	31.01.2023	Attested copy of charge sheet issued to petitioner vide Lr.No.MMR/KSPT-2/R-07/2023/016.
Ex.M-9	Dt.	28.04.2023	Attested copy of enquiry report.
Ex.M-10	Dt.	10.08.2023	Attested copy of notice to petitioner vide LR.No.MMR/PER/D/ 072/23/4438.
Ex.M-11	Dt.	01.03.2024	Attested copy of (03) months observation time from 01.04.2024 vide Lr.No.MMR/PER/d/072/24/1014.
Ex.M-12	Dt.	31.01.2024	Attested copy of charge sheet issued to petitioner vide Lr.No.MMR/KSPT-2/ R-07/2024/55.
Ex.M-13	Dt.	21.01.2025 29	Attested copy of dismissal Order of the petitioner vide Lr.No.MMR/PER/ D/072/25/445.
Ex.M-14	Dt.	15.11.2024	Attested copy of Fit for duty letter (absent from 03.05.2023 to 09.10.2024).
Ex.M-15	Dt.	23.03.2024	Attested copy of Fit for duty letter (Absent from 02.05.2023 to 15.03.2024).
Ex.M-16	Dt.	22.04.2023	Attested copy of Fit for duty letter (Absent from 08.05.2022 to 18.04.2023).

Ex.M-17	Dt.	08.07.2022	Attested copy of Fit for duty letter (Absent from 08.05.2022 to 07.07.2022).
Ex.M-18	Dt.	13.01.2024	Attested copy of Fit for duty letter (Absent from 03.05.2023 to 08.01.2024).
Ex.M-19	Dt.	16.12.2022	Attested copy of Fit for duty letter (Absent from 08.05.2022 to 14.12.2022).

नई दिल्ली, 25 फरवरी, 2026

का.आ. 223.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (19/2024) प्रकाशित करती है।

[सं. एल -39025/01/2026-आई. आर.(बी-II)-22]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 223.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 19/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* 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)-22]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 19/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 06-02-2026

The General Secretary,

Indian Bank Employees Union,

No.6, Moore Street, Mannady Corner,

Chennai-600 001. : 1st Party/Petitioner

AND

The General Manager,

CDO, Indian Bank, Co HRM Department,

No.254-260, Avvai Shanmugam Salai,

Royapettah, Chennai-600 014. : 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : M/s. S. Apuna, Adv

For the 2nd Party/ Respondent : None

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No.7/12/2023/ 300023019/B4/ ADJ/A1, dated 22.03.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of the Indian Bank Employees Union seeking recognization for the Army Graduation Certificate which is recognized by Armed Forces as a valid document for the promotion for Ex-servicemen form the management of India Bank is legal and Justified? If not, to what relief the Ex-servicemen working in Indian Bank are entitled?

2. On receipt of the above reference dated 22.03.2024 from the appropriate Government, the dispute was registered as ID No. 19/2024 and due notices were issued to both the parties for their appearance fixing the case to 14.06.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 26.08.2024, 29.10.2024, 30.12.2024, 03.03.2024, 26.05.2025, 17.07.2025, 03.09.2025, 30.10.2025, 30.12.2025, 05.02.2026. The Petitioner did not turn up . It reveals from the body of reference that while the appropriate Govt. sent the reference dated 22.03.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.02.2026. Counsel for the Petitioner is present but the Petitioner did not turn up. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 224.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (20/2024) प्रकाशित करती है।

[सं. एल -39025/01/2026-आई. आर.(बी-II)-23]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 224.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 20/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* 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)-23]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 20/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 06-02-2026

The General Secretary,

Indian Bank Employees Union,

No.6, Moore Street, Mannady Corner,

Chennai-600 001. : 1st Party/Petitioner

AND

The General Manager,

CDO, Indian Bank, Co HRM Department,

No.254-260, Avvai Shanmugam Salai,

Royapettah, Chennai-600 014. : 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : M/s. S. Apuna, Adv

For the 2nd Party/ Respondent : None

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No.7/9/2023/ 300023062/ B4/ADJ/A1, dated 22.03.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of the Indian Bank Employees Union seeking the pension benefits for Shri. K. Ganesan from the management of Indian Bank is legal and justified? If not, to what relief Shri. K. Ganesan is entitled to?

2. On receipt of the above reference dated 22.03.2024 from the appropriate Government, the dispute was registered as ID No. 20/2024 and due notices were issued to both the parties for their appearance fixing the case to 14.06.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 26.08.2024, 29.10.2024, 30.12.2024, 03.03.2024, 26.05.2025, 17.07.2025, 03.09.2025, 30.10.2025, 30.12.2025, 05.02.2026. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 22.03.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.02.2026. Counsel for the Petitioner is present but the Petitioner did not turn up. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 225.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (27/2024) प्रकाशित करती है।

[सं. एल -39025/01/2026-आई. आर.(बी-II)-24]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 225.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 27/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* 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)-24]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 27/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 06-02-2026

The General Secretary,

Indian Bank Employees Union,

No.6, Moore Street, Mannady Corner,

Chennai-600 001. : 1st Party/Petitioner

AND

The General Manager,

CDO, Indian Bank, CO HRM Department,

No.254-260, Avvai Shanmugam Salai,

Royapettah, Chennai-600 014. : 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : M/s. S. Apuna, Adv

For the 2nd Party/ Respondent : None

Award

The Central Government, Ministry of Labour& Employment vide its Order No.7/11/2023/300042958/ B4/ADJ/A1, dated 22.03.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of the Indian Bank Employees Union seeking relief of re-engagement of Smt. M. Devi as temporary sub-staff to work in the management Bank of Indian Bank is legal and justified? If not, to what relief Smt. M. Devi is entitled to?

2. On receipt of the above reference dated 22.03.2024 from the appropriate Government, the dispute was registered as ID No. 27/2024 and due notices were issued to both the parties for their appearance fixing the case to 25.06.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 28.08.2024, 06.11.2024, 30.12.2024, 03.03.2025, 26.05.2025, 17.07.2025, 03.09.2025, 30.10.2025, 30.12.2025, 05.02.2026. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 22.03.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.02.2026. Counsel for the Petitioner is present but the Petitioner did not turn up. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II**,** Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 226.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (107/2024) प्रकाशित करती है।

[सं. एल -39025/01/2026-आई. आर.(बी-II)-25]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 226.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 107/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-39025/01/2026- IR(B-II)-25]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 107/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 04-02-2026

Smt. Wagiha Mohamed,
No.1, Abirami Nivas,
3rd Street, KSR Nagar,
Ambattur,
Chennai – 600 053. : 1st Party/Petitioner

AND

The Regional Manager,
Central Bank of India,
No.48/49, Montieth Road,
Egmore,
Chennai- 600 008. : 2nd Party / Respondent

Appearance:

For the 1st Party/Petitioner : None

For the 2nd Party / Respondent : M/s Anil Relwani, Adv

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No. 7/56/2024/B3/ 300096110/ ADJ/A1, dated 05.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

> "Whether the action of Central Bank of India to terminate Smt. Wagiha Mohamed, Casual Sub-Staff is legal and justified?"

Whether Smt. Waghia Mohamed's demand to be absorbed and regularized from temporary sub-staff to permanent sub-staff is legal and justified?

If not, what relief Smt. Wagiha Mohamed is entitled to?

2. Onreceipt of the above reference dated 05.12.2024 from the appropriate Government, the dispute was registered as ID No. 107/2024 and due notices were issued to both the parties for their appearance fixing the case to 19.02.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.05.2025, 14.07.2025, 01.09.2025, 27.10.2025 and 22.12.2025. The Petitioner did not turn up whereas the Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 05.12.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 04.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 227.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (9/2019) प्रकाशित करती है।

[सं. एल -12011/80/2018-आई. आर.(बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 227.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.9/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-12011/80/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 30-01-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

Industrial Dispute No. 9/2019

BETWEEN

The General Secretary,

Central Bank of India Staff Union

New No.89, Aziz Mulk 3rd Street,

Thousand Lights, Chennai-600 006. : 1st Party/Petitioner

AND

The Regional Manager,

Central Bank of India, Zonal Office,

48/49, Monteith Road, Egmore,

Chennai-600 008. : II Party/ Respondent

Appearance:

For the 1st Party/Petitioner : : M/s. K.M.Ramesh, Advocates

For the II Party/Respondent : M/s. Anil Relwani, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/80/2018(IR(B-II) dated 17-12-2018 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

> "*Whether the action of the management of Central Bank of India in transferring Smt. Shobana Sathiyanarayanan the third time without any request and denying request of 04 lady employees viz (1) Ms.Poomani, Sub-staff (2) Ms. Uma Maheswari, Sub-staff (3) Chitradevi, SWO (4) Ms.Vinodhini, SWO though they have given their request and their names are in the Master Transfer Request Register is justified? If not, to what relief are the workmen entitled to?"*

3. When the matter was posted for hearing, the learned counsel appearing for the Petitioner submitted a memo stating that the General Secretary of the Petitioner Union has filed a letter dated 05.08.2025 requesting not to press the above industrial dispute, since during the pendency of appeal, the concerned women employees have been transferred to their choice and they have no grievance.

4. Hence, the learned counsel for the Petitioner pleaded that the Industrial dispute raised by the Petitioner union may be dismissed as not pressed.

ORDER

In view of the above reasons, the Industrial Dispute raised by the Petitioner Union is dismissed as not pressed. Award is answered accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

(Dictated and transcribed by PA and

corrected and pronounced in the open

court on this day the 30.01.2026)

नई दिल्ली, 25 फरवरी, 2026

का.आ. 228.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार तमिलनाडु ग्राम बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (111/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई. आर.(बी-I)-42]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 228.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 111/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Tamilnadu Grama Bank and their workmen.

[No. L-12025/01/2026- IR(B-I)-42]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 111/2024

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 04-02-2026

Shri R. Muthupandi,
4/35, Employment Office Road,
Soolakkarai Medu,
Soolakkarai Post,
Virudhunagar – 626 003 : 1st Party/Petitioner

AND

The Branch Manager,
Tamilnadu Grama Bank,
3/142 A, Main Road,
Mettukundu,
Virudhunagar – 626 004. : 2nd Party / 1st Respondent

The General Manager (HRM),
Tamilnadu Grama Bank,
HRM Department,
6, Yercaud Main Road,
Hasthampatti, Salem – 636 007. : 2nd Party / 2nd Respondent

Appearance:

For the 1st Party/Petitioner : : None

For the 2nd Party/Respondent : None

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No. 7/9/2024/RM/300082849/ ADJ/A1, dated 03.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

> "Whether the action of the management of Tamilnanu Grama Bank, Salem in terminating the service of Shri R. Muthupandi, who was gainfully employed for the past 12 years, w.e.f. 11.07.2024 without following the principles of natural justice is legal and justified? If not, to what relief the petitioner concerned is entitled to?"

2. Onreceipt of the above reference dated 03.12.2024 from the appropriate Government, the dispute was registered as ID No. 111/2024 and due notices were issued to both the parties for their appearance fixing the case to 19.02.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.05.2025, 14.07.2025, 01.09.2025, 27.10.2025 and 22.12.2025. The Petitioner did not turn up whereas the Respondent filed Vakalat Nama. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 03.12.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 04.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 229.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईडीबीआई बैंक लिमिटेड के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (32/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई. आर.(बी-I)-43]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 229.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 32/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of IDBI Bank Ltd., and their workmen.

[No. L-12025/01/2026- IR(B-I)-43]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 32/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 05-02-2026

The Secretary,

IDBI Contract Employees Union,

Plot No. 42, Door No. 7, 3rd Main Road,

Sri Saravamangala Nagar,

Chittalapakkam-600 064 : 1st Party/Petitioner

AND

The Dy. General Manager,

FIMD, IDBI Bank Ltd,

No. 115, Annasalai, Saidapet,

Chennai-600 015 : 2nd Party/ 1st Respondent

The General Manger,

Siva Sakthi Enterprises,

Catholic Centre,

No. 64, Armenian Street,

Parry's, Chennai-600 001 : 2nd Party/ 2nd Respondent

The General Manager,

Yogitha Enterprises,

No, 18/30, Vada Agaram,

2ndStreet, Opp. Methanagar,

Aminjikarai, Chennaoi-600 029 : 2nd Party /3rd Respondent

Appearance:

For the 1st Party/Petitioner : M/s. v. Ajoy Khose

For the 2nd Party/ 1nd Respondent : None

For the 2nd party/ 2nd Respondent : None

For the 2nd Party/ 2rd Respondent : None

AWARD

The Central Government, Ministry of Labour& Employment vide its Order No. 7/21/2024/300041650/B4/ ADJ/A1, dated 20.05.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the action of the management of M/s. IDBI Bank in suddenly withdrawing the customary privilege of receiving the Gratuity Benefits @ the rate of 4.81% of basic monthly to the Facility Management Staff who were engaged through service legal agreement with M/s. Sivasakthi Enterprises and M/s. Yogitha Enterprises is 9 fair, Legal and justified? If not what relief the Facility Management Staffs are entitled to?

2. On receipt of the above reference dated 20.05.2024 from the appropriate Government, the dispute was registered as ID No. 32/2024 and due notices were issued to both the parties for their appearance fixing the case to 01.08.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 14.10.2024, 06.12.2024, 07.02.2025, 01.05.2025, 02.07.2025, 25.08.2025, 10.09.2025, 06.11.2025, 30.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 20.05.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 05.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 230.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, पुणे स्थित कृत्रिम अंग केंद्र कर्मचारी संघ के अध्यक्ष और पुणे स्थित कृत्रिम अंग केंद्र के कमांडेंट, कर्मचारी के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1, मुंबई पंचाट(संदर्भ संख्या-**CGIT-1/22 of 2023**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42012/26/25/2021-आई. आर.(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 230.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**CGIT-1/22 of 2023)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in **The Managing Director, B4S Solutions Pvt. Ltd, Kharadi, Pune** and **Shri Shayyed Ismail Bhosga,** workman**.**

[No. L-42012/26/25/2021-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-22 of 2023

Parties: Employers in relation to the management of

The Managing Director,

B4S Solutions Pvt. Ltd, S.No. 22/1/A/1A,

Off. No. 601,& 606, Pride Icon,

Kharadi, Pune-411014.

And

Shri Shayyed Ismail Bhosga,

PO-Halgara, Taluka-Nilanga, Dist. Latur,

Maharashtra-413506.

Appearances:

For the first party Management : Absent

For the second party workmen : Absent

Mumbai, dated the 6th day of January, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-42012/26/25/2021(IR(DU) dated 08/2/2023 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

> *"Whether dispute raised by Sh. Sayyed Ismail Bhosga vide letter dated 23.2.2021 against the management of M/s. B4S Solutions Pvt. Ltd, Pune for alleged illegal transfer from Latur to Pune is covered under the Industrial Dispute under the jurisdiction of the Central Government under ID Act, 1947? If yes, whether the action of the management of M/s. b4S Solutions Pvt. Ltd., Pune to transfer Sh. Shayyed Ismail Bhosga from Latur to Pune is proper, legal and justified? If not, to what relief the concerned applicant is entitled to? What direction, if any, is necessary in the matter?"*

In view of the above said facts the claimant/workman has not filed any statement of claim/ evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

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

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

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

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

Management submits as under:-

1. The Second Party workman Sh. Sayyed Ismail Bhosga has tendered his resignation from the services of the First Party Company with effect from 30/3/2021.

2. The Second Party workman also has submitted a letter dated 5/6/2023 in which he has informed the First Party that he is withdrawing the Industrial Dispute bearing No. Reference CGIT 22 of 2023 which is pending adjudication in this Hon'ble Tribunal, he has stated in said letter that he would be filing application to this effect before this Hon'ble Tribunal within 14 days.

3. Even otherwise the Second Party workman had remained absent with effect from 20th October 2020 to 7th April 2023. His name therefore was removed from the services of the company on 07th April 2023 on ground that he had abandoned his services. A copy of letter dated 07th April 2023 issued by First Party Company to Second Party workman is annexed with this application Now in view of the resignation by Second Party, Second Party's discharge stands converted to acceptance of resignation.

4. The First Party employer therefore state and submits that no cause of action survives in the Industrial Dispute now and the adjudication proceedings in this case become infructuous.

5. Therefore the First party company respectfully prays that the Industrial Dispute may be disposed of for want of cause of action.

Since no statement of claim has been filed by the workman in support of his case, the claim is liable to be dismissed.

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

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 231.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, पुणे स्थित कृत्रिम अंग केंद्र कर्मचारी **बी4एस सॉल्यूशंस प्राइवेट लिमिटेड, पुणे के प्रबंध निदेशक** और **श्री सलीम मस्तान सैयद, कर्मचारी** के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1, मुंबई पंचाट(संदर्भ संख्या-CGIT-05 of 2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42012/26/4/2021-आई. आर.(डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 231.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**CGIT-05 of 2023)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in **The Managing Director, B4S Solutions Pvt. Ltd, Pune** and **Shri Salim Mastan Sayyed,** workman**.**

[No. L-42012/4/2021-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-05 of 2023

Parties: Employers in relation to the management of

The Managing Director,

B4S Solutions Pvt. Ltd, S.No. 22/1/A/1A,

Off. No. 601,& 606, Pride Icon,

Kharadi, Pune-411014.

And

Shri Salim Mastan Sayyed,

R/o, Talegaon (BHO), At Post-Talegaon(Bho)

Tal-Devni, Distt-LRUE(MS)-413506

Appearances:

For the first party Management : Absent

For the second party workmen : Absent

Mumbai, dated the 6th day of January, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-42012/4/2021(IR(DU) dated 20/1/2023 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

> *"Whether dispute raised by Sh. Salim Mastan Sayyed against the management of M/s. B4S Solutions Pvt. Ltd, Pune for alleged illegal transfer from Nilang, to Nagpur is covered under the industrial dispute under the jurisdiction of the Central Government under ID Act, 1947? If yes, whether the action of the management of M/s. b4S Solutions Pvt. Ltd, Pune to transfer Shri Salim Mastan Sayyed from Nilange, Latur to Nagpur is proper, legal and justified? If not, to what relief the concerned applicant is entitled to? What Direction, if any is necessary in the matter?"*

In view of the above said facts the claimant/workman has not filed any statement of claim/ evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

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

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

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

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

Management submits as under:-

6. The Second Party workman Sh. Salim Mastan Sayyed has tendered his resignation from the services of the First Party Company with effect from 30/3/2021.

7. The Second Party workman also has submitted a letter dated 5/6/2023 in which he has informed the First Party that he is withdrawing the Industrial Dispute bearing No. Reference CGIT 5 of 2023 which is pending adjudication in this Hon'ble Tribunal, he has stated in said letter that he would be filing application to this effect before this Hon'ble Tribunal within 14 days.

8. Even otherwise the Second Party workman had remained absent with effect from 17th March 2021 to 7th April 2023. His name therefore was removed from the services of the company on 07th April 2023 on ground that he had abandoned his services. A copy of letter dated 07th April 2023 issued by First Party Company to Second Party workman is annexed with this application Now in view of the resignation by Second Party, Second Party's discharge stands converted to acceptance of resignation.

9. The First Party employer therefore state and submits that no cause of action survives in the Industrial Dispute now and the adjudication proceedings in this case become infructuous.

10. Therefore the First party company respectfully prays that the Industrial Dispute may be disposed of for want of cause of action.

Since no statement of claim has been filed by the workman in support of his case, the claim is liable to be dismissed.

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

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 232.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय भारती इंफ्रैटेल लिमिटेड / इंडस टावर्स लिमिटेड, वसंत कुंज, नई दिल्ली, सर्कल एचआर हेड, भारती इंफ्रैटेल लिमिटेड/ इंडस टावर्स लिमिटेड, इंदौर, मध्य प्रदेश, जोनल मैनेजर, भारती इंफ्रैटेल लिमिटेड / इंडस टावर्स लिमिटेड, गुना, मध्य प्रदेश, इंडस टावर्स लिमिटेड, अपने कार्यकारी अधिकारी, वसंत कुंज, नई दिल्ली और श्री दीपेंद्र घाटे, कर्मचारी के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या-CGIT/LC/RC/07/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42025/07/2026/08-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 232.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**.CGIT/LC/RC/07/2019)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in **Bharti Infratel Ltd. / Indus Towers Limited, Vasant Kunj New Delhi, Circle HR Head, Bharti Infratel Ltd. / Indus Towers Limited, Indore M.P., Zonal Manager, Bharti Infratel Ltd. / Indus Towers Limited, Guna M.P., Indus Towers Limited,Through its Executive Officer, Vasant Kunj,New Delhi** and **Shri Dependra Ghate** workman**.**

[No. L-42025/07/2026/08-IR (DU**)**]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR (M.P.)

NO. CGIT/LC/RC/07/2019

Present: P.K.Srivastava

H.J.S.(Retd.)

Dependra Ghate,
S/o Shri Prabhakar Ghate,
Aged about 47 years,
R/o Jatar Gali, Laxmi Ganj,
Lashkar, Gwalior (M.P.)

Workman

Versues

1. **Bharti Infratel Ltd. / Indus Towers Limited**
   Through its Chairman
   Registered Office- Bharti Crescent 1,
   Nelson Mandela Road,
   Vasant Kunj Phase-II New Delhi 110070
2. **Circle HR Head**
   Bharti Infratel Ltd. / Indus Towers Limited
   H-3, Metro Tower, 4th Floor, Scheme No. 54,
   Near Vijay Nagar Square,
   A.B. Road Indore M.P.
3. **Zonal Manager**
   Bharti Infratel Ltd. / Indus Towers Limited
   Royal Height Building, Ist Floor, In front of HDFC Bank, A.B. Road Guna M.P.
4. **Indus Towers Limited,**
   Through its Executive Officer
   Registered Office - Bharti Crecent-1,]
   Nelson Mandela Road Vasant Kunj,
   Phrase II New Delhi - 110070

Management

(JUDGMENT)

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

This petition under Section 2 (A) (2&3) of the Industrial Disputes Act, 1947 as amended by the Amendment Act, 2010 filed by the petitioner workman against his termination with the case that he was first appointed as Cluster Incharge with the Management vide order dated 11.04.2011and was posted at Datiya Gwalior Zone (M.P.). He successfully completed his probation period and thereafter, he was transferred from Datiya Gwalior Zone to Shajapur Ratlam Zone. As his work was nowhere supervisory or Managerial in nature, the Respondent No. 4 was the immediate Boss of the petitioner made some illegal demands which the petitioner showed inability to fulfil, he threatens the petitioner to spoil his career. The petitioner was transferred from Datiya Gwalior Zone to Shajapur Ratlam Zone. The petitioner was sick at that time and was not in a position to join at the new place of his posting. He submitted his application for medical leave which was sanctioned by Authorities and he also requested for cancellation of his transfer which was not accepted. Since, his transfer was mala fide and in form of his victimization, he raised a dispute before the Conciliation Officer in State Government. The Management terminated his services vide order dated 15.11.2018 on the ground that they have lost confidence in the petitioner which amounts to

misconduct. This termination was without any show cause notice or any charge sheet initiating Departmental Enquiry, hence it is unjust, illegal and arbitrary. This act of Management amounts to retrenchment of services of the petitioner. Hence is in violation of Section 25F and 25G of the Act. The petitioner has prayed that setting aside his termination as it is vitiated in law, he be reinstated with back wages and consequential benefits.

Due to absence of Management, the petition proceeded ex-parte against them. The petitioner had filed affidavit as his examination-in-chief and proved Exhibit W-1 to W-9 to be referred to as and when required.

During the proceedings, the Management appeared and on their application, order to proceed ex-parte was set-aside on cost. Their written statement of defense was taken on record and case proceeded.

The Management has taken a case that, **firstly,** the petitioner is not a workman under Section 2-S of the Act because he was a cluster in-charge drawing wages more than 40,000/- per month and was responsible for execution, operation and maintenance in Managerial and administrative capacity and **Secondly**, he was absenting himself un authorizedly and wilfully without permission of the Management and did not report on the place which he was transferred, hence Management was left with no option but to terminate his services.

The petitioner did not appear for cross-examination by Management, in the light of his affidavit examination in chief. Management did not file any affidavit rather they filed the appointment letter and termination letter of the petitioner.

At the stage of argument also, none appeared for petitioner. I have heard argument of Learned Counsel Mr. Jaideep Bansal for Management and have gone through records.

It is worth mentioning that during the proceedings, the Management for Bharti Infratel was taken over by Indus Towers Limited and they were substituted in place of Bharti Infratel during the proceedings.

The main objection raised by Management with regards to Maintainability of the petition is that, the petitioner is not a Workman as defined under Section 2(s) of the Act.

The relevant provisions are being reproduced as under:

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) Dos he mark the attendance of other employees;

(h) **Does he write the confidential reports of his subordinates**.

Though, in his petition, the petitioner has alleged that he was not working in supervisory or Managerial capacity as he stated in his affidavit as his examination in chief but he never appeared for cross-examination with respect to his affidavit, hence his affidavit will never be read in support of his allegations on this petition.

As it is evident from his appointment letter, his job has not been specified. He was appointed as Cluster In-charge in the Operation and Maintenance Department as Senior Executive Band F. There is no circular or standing order applicable with the Management, filed from the side of petitioner as regards to the responsibilities for the said post, hence keeping in view his pay structure he cannot be held to be workman under Section 2(s) of the Act.

Since, the petitioner has been held not to be a workman under Section 2(s) of the Act; his claim is not cognizable by this Tribunal in this Act.

Accordingly the petition fails.

ORDER

Petition dismissed.

No order as to cost.

DATE:- 08/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 233.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, पुणे स्थित कृत्रिम अंग केंद्र कर्मचारी **संघ के अध्यक्ष और पुणे स्थित कृत्रिम अंग केंद्र के कमांडेंट, कर्मचारी** के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1, मुंबई पंचाट (संदर्भ संख्या-CGIT-08 of 2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42011/132/2022-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 233.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No. **CGIT-08 of 2022)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in **The President, Artificial Limb Centre Employees Union, Pune,** and **The Commandant, Artificial Limb Centre, Pune,** workman**.**

[No. L-42011/132/2022- IR(DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1,

MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-08 of 2022

Parties: Employers in relation to the management of

The Commandant

Artificial Limb Centre

Pune-411040

V/s.

The President,

Artificial Limb Centre Employees Union,

73, Wwanwarie Bazar,

Pune-411040.

Appearances:

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

For the second party workmen : Absent

Mumbai, dated the 5th day of January, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-42011/132/2022 (IR(DU)) dated 17/05/2022 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

> *"Whether action of the management of Artificial Limb Centre, Pune for decision to observe closed holidays list of calendar year 2022 at Artificial Limb Centre centre in respect of dispute raised by Artificial Limb Centre Employees Union, Pune vide letter dated 11.08.2021 is legal and justified? If not , to what relief Artificial Limb Centre Employees Union, Pune is entitled to? What other directions, if any, are necessary on the matter?" ?"*

In view of the above said facts the claimant/workman has not field any statement of claim/ evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

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

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

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

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

The Second party/Union by its application dated 04.10.2022 (Received in this office on 3.3.2023) desired to withdraw the present dispute and prayed that the second party women be allowed to withdraw the dispute.

The application is allowed. As such thee reference is disposed of for want of prosecution.

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

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 234.—औद्योगिक विवाद अधिनियम,1947 (1947 का 14) की धारा 17 के अनुसरण में, पुणे स्थित कृत्रिम अंग केंद्र कर्मचारी **प्रसार भारती के अतिरिक्त महानिदेशक, दूरदर्शन केंद्र, मुंबई, महानिदेशालय, प्रसार भारती, दूरदर्शन केंद्र दूरदर्शन भवन, मंडी हाउस, नई दिल्ली** और **अध्यक्ष, अखिल रिपब्लिकन मजदूर संगठन, मुंबई** कर्मचारी के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1, मुंबई पंचाट (संदर्भ संख्या-CGIT-14 of 2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -40011/16/2017-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 234.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**CGIT-14 of 2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in **The Additional Director General, Prasar Bharati, Doordarshan Kendra, Mumbai, The Directorate General, Prasar Bharati, Doordarshan kendra Doordarshan Bhawan, Mandi House, New Delhi** and **The President, All Republican Mazdoor Sanghatana, Mumbai** workman**.**

[No. L-40011/16/2017-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-14 of 2017

Parties: Employers in relation to the management of

1. The Additional Director General, Prasar Bharati,

Doordarshan Kendra, Worli,

Mumbai-400 030.

2. The Directorate General, Prasar Bharati,

Doordarshan kendra Doordarshan Bhawan,

Conpernicus Marg, Mandi House,

New Delhi-110001.

And

The President, All Republican Mazdoor Sanghatana,

19/32, B.D.D. Building, N.M. Joshi Road,

Delai Raod,

Mumbai-400 013.

Appearances:

For the first party Management : Absent

For the second party workmen : Absent

Mumbai, dated the 23rd day of December, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-40011/16/2017-IR(DU)) dated 19/9/2017 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

> *"Whether the action of DG, DDK, New Delhi in not considering the enhancement of fees of Video Editors and removing the category of Video Editors from the fee structure is fair, legal and justified? If not, what relief these Video Editors are entitled to?"*

In view of the above said facts the claimant/workman has not field any statement of claim/ evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

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

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

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

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

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

Since no statement of claim has been filed by the union in support of his case, the claim is liable to be dismissed.

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

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 235.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, पुणे स्थित कृत्रिम अंग केंद्र कर्मचारी **भारत हेवी इलेक्ट्रिकल लिमिटेड के महाप्रबंधक (मानव संसाधन प्रमुख),अंधेरी पूर्व, मुंबई, श्री डी.एम. तावड़े, आकाशगंगा सहकारी आवास समिति लिमिटेड, मुंबई और श्रीमती स्मिता ठाकुर,** कर्मचारी के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1, मुंबई पंचाट (संदर्भ संख्या-CGIT-23 of 2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42012/88/2014-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 235.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**CGIT-23 of 2014)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in **The General Manager(Head HR) Bharat Heavy Electrical Ltd, Andheri East, Mumbai, M/s. D.M. Tawade, Aakashganga Co-op Hsg. Society Ltd, Mumbai** and **Smt. Smita Thakur,** workman**.**

[No. L-42012/88/2014-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-23 of 2014

Parties: Employers in relation to the management of

1. The General Manager(Head HR)
   Bharat Heavy Electrical Ltd,
   Plot No. D-1, Road No. 16, MIDC
   Andheri East,
   Mumbai-400 093.
2. M/s. D.M. Tawade,
   Aakashganga Co-op Hsg. Society Ltd,
   Shop No. 5, SL Raheja Road, Mahim
   Mumbai.

And

Smt. Smita Thakur,
Gulmohar HSG, Devipada,
Borivali(East)
Mumbai-400034.

Appearances:

For the first party Management No.1 : Absent
For the first party Management No.2: Absent
For the second party workmen : Absent

Mumbai, dated the 22nd day of December, 2025.

AWARD

The present reference has been made by the Central Government by its order No. L-42012/88/2014(IR(DU)) dated 04/07/2014 passed in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

> *"Whther the action of the management of M/s. D.M. Tawade a contracot engaged by M/s. BHEL over the issue of alleged illegal termination of service of Smt. Smita Thakur w.e.f. 01/09/2013 and non-payment of bonus etc., is legal and justified? If not, what rewlied the workman is entitled to?*

In view of the above said facts the claimant/workman has not field any evidence in support of his case on affidavit, in spite of several opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of ***V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194*** as under:

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

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

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

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

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

As the workman has not filed any evidence, so it is a case of no evidence filed on bhealf of workman in support of case set up by her liable to be dismissed.

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

Accordingly, the aforesaid reference made by the Central Government stands answered, as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **भारती इंफ्राटेल लिमिटेड / इंडस टावर्स लिमिटेड, नई दिल्ली के मुख्य कार्यकारी अधिकारी, भारती इंफ्राटेल लिमिटेड/इंडस टावर्स लिमिटेड, गुडगांव के सर्कल मानव संसाधन प्रमुख, भारती इंफ्राटेल लिमिटेड / इंडस टावर्स लिमिटेड, इंदौर, मध्य प्रदेश के जोनल मैनेजर, भारती इंफ्राटेल लिमिटेड / इंडस टावर्स लिमिटेड, गुना, मध्य प्रदेश, इंडस टावर्स लिमिटेड, वसंत कुंज, नई दिल्ली और श्री प्रमोद बघेल** कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या-**CGIT/LC/RC/02/2019**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42025/07/2026/06-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 236.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**.CGIT/LC/RC/02/2019)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in **Bharti Infratel Ltd. / Indus Towers Limited New Delhi, Chief Executive Officer, Bharti Infratel Ltd. / Indus Towers Limited, Gudgaon, Circle HR Head Bharti Infratel Ltd. / Indus Towers Limited, Indore M.P., Zonal Manager, Bharti Infratel Ltd. / Indus Towers Limited, Guna M.P., Indus Towers Limited, Vasant Kunj, New Delhi** and **Shri Pramod Baghel** workman**.**

[No. L-42025/07/2026/06-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR (M.P.)

NO. CGIT/LC/RC/02/2019

Present: P.K.Srivastava

H.J.S.(Retd.)

Pramod Baghel
S/o Shri VS. Baghel
Aged about 37 years,
R/o 42-B, Kunwar Maharaj Nagar,
Behind Ram Vatika,
Sachin Tendulkar Marg,
New Govindpuri, Gwalior (M.P.)

Workman

Versues

1. **Bharti Infratel Ltd. / Indus Towers Limited**
   Through its Chairman
   Registered Office- Bharti Crescent 1,
   Nelson Mandela Road,
   Vasant Kunj Phase-II New Delhi 110070
2. **Chief Executive Officer,**
   Bharti Infratel Ltd. / Indus Towers Limited
   901, Park Central, 9th Floor,
   Sector 30, Gudgaon - 122001.
3. **Circle HR Head**
   Bharti Infratel Ltd. / Indus Towers Limited
   H-3, Metro Tower, 4th Floor, Scheme No. 54,
   Near Vijay Nagar Square,
   A.B. Road Indore M.P.
4. **Zonal Manager**
   Bharti Infratel Ltd. / Indus Towers Limited
   Royal Height Building, Ist Floor, In front of HDFC Bank, A.B. Road Guna M.P.
5. **Indus Towers Limited,**
   Through its Executive Officer

Registered Office - Bharti Crecent-1,]

Nelson Mandela Road Vasant Kunj,

Phrase II New Delhi - 110070

Management

(JUDGMENT)

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

This petition under Section 2 (A) (2&3) of the Industrial Disputes Act, 1947 as amended by the Amendment Act, 2010 filed by the petitioner workman against his termination with the case that he was first appointed as Cluster Incharge with the Management vide order dated 25.02.2015 and was posted at Guna (M.P.). He successfully completed his probation period and thereafter, he was transferred from Guna to Shivpuri. As his work was nowhere supervisory or Managerial in nature, the Respondent No. 4 was the immediate Boss of the petitioner made some illegal demands which the petitioner showed inability to fulfil, he threatens the petitioner to spoil his career. The petitioner was transferred from Shivpuri to Bhatpara vide communication on e-mail received on 28.06.2017. He was directed to report at Bhatpara on 03.07.2017. The petitioner was sick at that time and was not in a position to join at the new place of his posting. He submitted his application for medical leave which was sanctioned by Authorities and he also requested for cancellation of his transfer which was not accepted. Since, his transfer was mala fide and in form of his victimization, he raised a dispute before the Conciliation Officer in State Government. The Management terminated his services vide order dated 27.09.2017 on the ground that they have lost confidence in the petitioner which amounts to misconduct. This termination was without any show cause notice or any charge sheet initiating Departmental Enquiry, hence it is unjust, illegal and arbitrary. This act of Management amounts to retrenchment of services of the petitioner. Hence is in violation of Section 25F and 25G of the Act. The petitioner has prayed that setting aside his termination as it is vitiated in law, he be reinstated with back wages and consequential benefits.

Due to absence of Management, the petition proceeded ex-parte against them. The petitioner had filed affidavit as his examination-in-chief and proved Exhibit W-1 to W-9 to be referred to as and when required.

During the proceedings, the Management appeared and on their application, order to proceed ex-parte was set-aside on cost. Their written statement of defense was taken on record and case proceeded.

The Management has taken a case that, **firstly,** the petitioner is not a workman under Section 2-S of the Act because he was a cluster in-charge drawing wages more than 40,000/- per month and was responsible for execution, operation and maintenance in Managerial and administrative capacity and **Secondly**, he was absenting himself un authorizedly and wilfully without permission of the Management and did not report on the place which he was transferred, hence Management was left with no option but to terminate his services.

The petitioner did not appear for cross-examination by Management, in the light of his affidavit examination in chief. Management did not file any affidavit rather they filed the appointment letter and termination letter of the petitioner.

At the stage of argument also, none appeared for petitioner. I have heard argument of Learned Counsel Mr. Jaideep Bansal for Management and have gone through records.

It is worth mentioning that during the proceedings, the Management for Bharti Infratel was taken over by Indus Towers Limited and they were substituted in place of Bharti Infratel during the proceedings.

The main objection raised by Management with regards to Maintainability of the petition is that, the petitioner is not a Workman as defined under Section 2(s) of the Act.

The relevant provisions are being reproduced as under:

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) Dos he mark the attendance of other employees;

(h) **Does he write the confidential reports of his subordinates**.

Though, in his petition, the petitioner has alleged that he was not working in supervisory or Managerial capacity as he stated in his affidavit as his examination in chief but he never appeared for cross-examination with respect to his affidavit, hence his affidavit will never be read in support of his allegations on this petition.

As it is evident from his appointment letter, his job has not been specified. He was appointed as Cluster In-charge in the Operation and Maintenance Department as Senior Executive Band F. There is no circular or standing order applicable with the Management, filed from the side of petitioner as regards to the responsibilities for the said post, hence keeping in view his pay structure he cannot be held to be workman under Section 2(s) of the Act.

Since, the petitioner has been held not to be a workman under Section 2(s) of the Act; his claim is not cognizable by this Tribunal in this Act.

Accordingly the petition fails.

ORDER

Petition dismissed.

No order as to cost.

DATE:- 08/12/2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 237.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **जवाहर नवोदय विद्यालय, मानव संसाधन विकास मंत्रालय, भारत सरकार के उपक्रम, भोपाल के निदेशक, जवाहर नवोदय विद्यालय, मानव संसाधन विकास मंत्रालय, भारत सरकार के उपक्रम, मध्य प्रदेश के प्रधानाचार्य और**

श्री राधाकिशन उर्फ राजेश, श्रमिक के बीच औद्योगिक विवाद कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या-CGIT/LC/R/80/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42025/07/2026/07-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 237.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No.**.CGIT/LC/R/80/2020)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in **The Industrial dispute between the employers in Director, Jawahar Navodaya Vidyalaya, Ministry of Human Resources Development, Government of India Undertaking, Bhopal The Principal,Jawahar Navodaya Vidyalaya, Ministry of Human Resources Development, Government of India Undertaking, Madhya Pradesh** and **Shri Radhakishan Urf. Rajesh,** workman**.**

[No. L-42025/07/2026/07-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

JABALPUR, (M.P.)

NO. CGIT/LC/R/80/2020

Present: P.K.Srivastava

H.J.S.(Retd.)

1. Shri Radhakishan Urf.
Rajesh S/o. Shri Motilal,
C/o. Shri S.C. Shrivastava,
Advocate, Chamber Number 207,
Shalimar Trade Centre,
Alapna Tiraha, Hamidia Road,
Bhopal (Madhya Pradesh) – 462 001

Workman

Vs

1. Director,
Jawahar Navodaya Vidyalaya,
Ministry of Human Resources Development,
Government of India Undertaking, Ashok Nagar,
Bhopal (M.P.) – 462 001

2. The Principal,
Jawahar Navodaya Vidyalaya,
Ministry of Human Resources Development,
Government of India Undertaking,
Village: Aranyakala,
Disstt.Shajapur (Madhya Pradesh) - 465 333

Management

(JUDGMENT)

(Passed on this 05th day of December, 2025)

As per letter dated 10/12/2020 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')as per Notification **No. J-1(1-47)/2020-IR** dt. 10/12/2020. The dispute under reference relates to:

"***क्या प्रबन्धन-संचालक, जवाहर नवोदय विद्यालय, भोपाल व्दारा कामगार श्री राधाकिशन उर्फ राजेश आत्मज श्री मोतीलाल को दिनांक : 28/01/2018 को औद्यौगिक विवाद अधिनियम की धारा 25-एफ का अनुपालन किए बिना सेवा से पृथक किया जाना न्यायसंगत है*** ? ***यदि नहीं तो श्री राधाकिशन उर्फ राजेश किस अनुतोष को पाने का अधिकारी है***?"

The case of the workman is mainly that, he was appointed as Helper against the vacant post on permanent basis on 14.04.2001 and worked in the Mess of the school continuously till 28.01.2018, his services were dispensed with by the management without any notice or compensation. According to him, this action of management is unjust, illegal and arbitrary and is in violation of the Act. He raised a dispute in this respect before the concerned Labour Commissioner, the dispute could not be conciliated hence, this reference. He has prayed for setting aside his disengagement, he be reinstated with all back wages and benefits.

Case of the management is mainly that ***firstly***, they are an educational institution, hence this Tribunal lacks jurisdiction in this respect. ***Secondly***, he was appointed as a daily wager helper in the Mess of school on 14.04.2001, his work was not sufficient. He was disengaged by management since he was a daily wager, engaged on as and when required basis and never completed 240 days in any year, no notice or compensation is required on his disengagement. Management has requested that the reference be answered against the workman.

The workman did not appear and did not file any evidence or affidavit. Management filed an affidavit of its witness which is on cross-examination.

None appeared for the workman at the stage of argument, I have heard Learned Counsel for management, Mr. D. S. Baghel. I have gone through the record as well.

The initial burden to prove his case lies on the workman, in which he failed as he has not filed any affidavit or evidence, hence holding his claim not proved.

Hence, on the basis of above discussion and findings, holding the claim of the workman not proved, the reference deserves to be answered against the workman and stands answered accordingly.

No order as to cost.

DATE:- 05-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 238.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **अखिल भारतीय आयुर्वेद विज्ञान संस्थान, साकेत नगर, भोपाल (मध्य प्रदेश) के निदेशक, मेसर्स सिक्योरिटी सॉल्यूशंस एंड मैनपावर सर्विसेज, नोएडा (उत्तर प्रदेश) और श्री दीपक जाना,** कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या-CGIT/LC/R/83/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल -42012/122/2018-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 238.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(**Ref. No**. CGIT/LC/R/83/2018)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in **Director All India Institute of Medical Science, Saket Nagar, Bhopal (M.P.), M/s Security Solutions & Manpower Services, Noida (U.P.)** and **Shri Deepak Jana** workman**.**

[No. L-42012/122/2018-IR (DU)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

JABALPUR, (M.P.)

NO. CGIT/LC/R/83/2018

Present: P.K.Srivastava

H.J.S..(Retd)

1. Shri Deepak Jana,

A-5, 502, Silver Estate Vertica, Katara Hills,

Bhopal (M.P.)- 462024

Workman

Vs

1. Director,

All India Institute of Medical Science,

Saket Nagar, Bhopal (M.P.)- 462024

2. M/s Security Solutions & Manpower Services,

Thro, Sh. Manoj Shrivastava,

Proprietor, 1283, Sector-29,

Noida (U.P.) 201301

Management

(JUDGMENT)

(Passed on this 4th day of December, 2025)

As per letter dated 12/11/2018 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act')as per Notification **No. L-42012/122/2018 (IR(DU))** dt. 12/11/2018. The dispute under reference relates to:

"Whether the action of the management of Director, All India Institute of Medical Sciences, Bhopal in terminating the services of Shri Deepak Jana, Plumber w.e.f., 02.03.2017 who was working through M/s Security Solutions and Manpower Services w.e.f. 06.11.2012 is just and proper? If not, what relief the workman concerned is entitled to ?"

The case of the workman is mainly that, the management of All India Institute of Medical Sciences, Bhopal issued and advertisement on 21.07.2012 for appointment on many posts, he applied for the post of Plumber and after selection, appointed with the Institute vide appointment letter dated 01.11.2012. He was promoted w.e.f. 01.01.2014 on the post of Senior Plumber on a consolidated pay, he was relieved from the Office of Superintendent Engineer of the Institute to join Admin office vide order dated 03.02.2017 and worked there till 02.03.2017 when he was disengaged vide letter of management dated 02.03.2017, issued by outsourcing agency, M/s Security Solutions and Manpower Services which was not empowered to terminate his services because he was appointed by the Institute. He was not given any opportunity of hearing before his disengagement nor was he issued any notice or compensation which is against the Act hence, is unjust, illegal and arbitrary. He raised the dispute before the Regional Labour Commissioner (Central), the dispute could not be conciliated hence, this reference. He has prayed for setting aside his disengagement order dated 02.03.2017, he be reinstated with all back wages and consequential benefits.

The management of the Institute has taken a case in their written statement of defense that the workman was never appointed by them as claimed by him, he was not an employee of the Institute rather he was employed by the sanctioned manpower agency, M/s Security Solutions and Manpower Services, which appointed him and deputed him with the Institute for a fixed tenure on consolidated remuneration. He was paid by the outsourcing agency, there is no employer-employee relationship between him and the Institute, his services were terminated by the outsourcing agency. The management of Institute has admitted that the advertisement was issued by them for recruitment on contractual and outsource basis on 21.07.2012 because the Rules were not finalized at that time and candidates were appointed on outsourcing basis, after finalization of Recruitment Rules, legal selection process was initiated and finalized. Outsourced employees filed petition challenging their relieving and also claimed regularization of their services before Central Administrative Tribunal which was dismissed. This order was upheld by Hon'ble High Court of M.P. and thereafter by Hon'ble Supreme Court of India. Thus, according to management of Institute, the workman

was an outsourced employee, appointed by the outsourcing agency on contract basis and was terminated by the outsourcing agency after expiry of contract.

The outsourcing agency, M/s Security Solutions and Manpower Services, did not appear inspite of service of notice, hence the case proceeded *ex-parte* against them.

In evidence, the workman did not file his affidavit, management filed an affidavit of its witness. The workman did not appear for cross-examination of the witness.

None appeared for the workman at the stage of argument, hence argument of Learned Counsel, Mr. Gopi Chaurasia were heard by me on behalf of the Institute. He has filed written submission also which are part of the record. I have gone through the record as well.

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

The initial burden to prove his case lies on the workman, he has not filed any affidavit in this respect. Management of Institute has filed photocopies of appointment letter of the workman, his promotion letter which go to show that he was appointed by M/s Vema Hospitality Pvt. Ltd., on 01.11.2012 as a Plumber to work with the Institute and was promoted by M/s Security Solutions and Manpower Services as a Senior Plumber. He was disengaged on administrative ground by M/s Security Solutions and Manpower Services.

There is no evidence on record to show that the workman was appointed by the management of Institute or he worked under the Institute as an employee of the Institute. Hence, the Institute has no relation with the engagement as well disengagement of the workman in the case in hand.

The burden to prove that he was disengaged without notice or compensation is also on workman, in absence of any evidence to this effect, he is held to have failed in discharging his, this burden.

Hence, on the basis of above discussion and findings, holding the claim of the workman not proved, the reference deserves to be answered against the workman and stands answered accordingly.

No order as to cost.

DATE:- 04-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2026

का.आ. 239.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **आन्द्रा बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (45/2019) प्रकाशित करती है।

[सं. एल -12012/20/2019-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 45/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen.

[No. L-12012/20/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Date: 02-02-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

Industrial Dispute No. 45/2019

BETWEEN

Shri V.Dilip Kumar
S/o. V.Veerakannu,
No.24/12, 16th Street,
Ashok Nagar, Chennai-600083. : 1st Party/Petitioner

AND

1.The Chief Manager,

Andhra Bank, Zonal Office,

Linghi Chetty Street,

Chennai-600 001.

2. The Senior Manager (HR)

Andhra Bank, Zonal Office,

Linghi Chetty Street,

Chennai-600 001. : II Party/Respondent

Appearance:

For the 1st Party/Petitioner : M/s. D.Ravindranathan, Advocates

For the II Party/Respondent 1 & 2 :M/s. Aiyar & Dolia, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No.L-12012/20/2019(IR(B-II) dated 21-05-2019 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

> "*Whether the demand of Shri V.Dilipkumar Sub-Staff of Andhra Bank for reinstatement into service w.e.f 15.11.2018 (stated to be working since 28.11.2011 to 15.11.2018) with all attendant benefits is legal and justified? If not, to what relief is the workmen entitled to?"*

3. When the matter is posted for hearing, the learned counsel appearing for the Petitioner submitted a memo dated 02.02.2026 stating that the Petitioner is holding discussions with the Respondent /management and the matter is likely to be settled amicably. In view of the same, he pleaded that the Petitioner may be permitted to withdraw the industrial dispute. The Respondent has no objection to withdraw the dispute.

4. In view of the above, the Industrial dispute raised by the Petitioner is dismissed as withdrawn. The reference is answered accordingly.

AWARD

In view of the above reasons, the Industrial Dispute raised by the Petitioner is dismissed as withdrawn.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

(Dictated and transcribed by PA and

corrected and pronounced in the open

court on this day the 02.02.2026)

नई दिल्ली, 25 फरवरी, 2026

का.आ. 240.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **इंडियन बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (19/2024) प्रकाशित करती है।

[सं. एल -39025/01/2026-आईआर (बी-II)-22]

सलोनी, उप निदेशक

New Delhi, the 25th February, 2026

S.O. 240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.19/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* 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)-22]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT

CHENNAI

ID No. 19/2024

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 06-02-2026

The General Secretary,

Indian Bank Employees Union,

No.6, Moore Street, Mannady Corner,

Chennai-600 001. : 1st Party/Petitioner

AND

The General Manager,

CDO, Indian Bank, Co HRM Department,

No.254-260, Avvai Shanmugam Salai,

Royapettah, Chennai-600 014. : 2nd Party/ Respondent

Appearance:

For the 1st Party/Petitioner : M/s. S. Apuna, Adv

For the 2nd Party/ Respondent : None

Award

The Central Government, Ministry of Labour& Employment vide its Order No.7/12/2023/ 300023019/ B4/ADJ/A1, dated 22.03.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

Whether the demand of the Indian Bank Employees Union seeking recognization for the Army Graduation Certificate which is recognized by Armed Forces as a valid document for the promotion for Ex-servicemen form the management of India Bank is legal and Justified? If not, to what relief the Ex-servicemen working in Indian Bank are entitled?

2. On receipt of the above reference dated 22.03.2024 from the appropriate Government, the dispute was registered as ID No. 19/2024 and due notices were issued to both the parties for their appearance fixing the case to 14.06.2024. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 26.08.2024, 29.10.2024, 30.12.2024, 03.03.2024, 26.05.2025, 17.07.2025, 03.09.2025, 30.10.2025,

30.12.2025, 05.02.2026. The Petitioner did not turn up . It reveals from the body of reference that while the appropriate Govt. sent the reference dated 22.03.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 06.02.2026. Counsel for the Petitioner is present but the Petitioner did not turn up. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 26 फरवरी, 2026

का.आ. 241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 05/2021-22)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/02/2026** को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 26th February, 2026

S.O. 241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 05/2021-22***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **25/02/2026.**

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appln.05/2021-22 Date:05.02.2026

Party No.1: 1. Director (Personnel) Western Coalfields Limited
Civil Lines, Nagpur - 440001

2. General Manager (IR) Personnel,
Western Coalfields limited, Regional Office,
'Coal Estate', Civil Lines, Nagpur -440001

3. General Manager, (QC), Western Coalfields Limited
Regional Office, 'Coal Estate', Civil Lines
Nagpur -440001

4. Senior Manager (Personnel) MP,
Western Coalfields limited, Regional Office,
'Coal Estate', Civil Lines, Nagpur -440001

V/s.

Party No.2: Dr. Vaishali D/o Ganpatrao Waghmare,

R/o. 24/A, Harsh Department, Dhangawali

Nagar, Hudkeshwar, Nagpur, Distt. Nagpur- 440034

AWARD

(Dated:5th February, 2026)

Complaint Under Section 2-K & 11-A read with section 2(ra) and Vth Schedule 1(A) 11,13 of Industrial Disputes Act. 1947 filed by the Complainant Dr. Vaishali Ganpatrao Waghmare against the management of WCL.

On receipt of complaint notices were issued to the parties i.e. the complaint Dr. Vaishali Ganpatrao Waghmare and the management of WCL. The management filed their reply to the complaint. Meanwhile, today the learned counsel for the Complainant filed a pursis mentioning that she does not want to continue the present case and as such she wants to withdraw the same.

The learned counsel for the Respondent endorses his say on the pursis that he has no objection for the withdrawal of the case.

As the Complainant requested to withdraw the case, the above case is closed and an award is passed.

Hence, it is ordered.

"The Complaint Under Section 2-K & 11-A read with section 2(ra) and Vth Schedule 1(A) 11,13 of Industrial Disputes Act. 1947 is closed. The Complainant Dr. Vaishali Ganpatrao Waghmare is not entitled to any relief".

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2026

का.आ. 242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 08/2014-15)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/02/2026** को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 26th February, 2026

S.O. 242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 08/2014-15)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **25/02/2026.**

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/08/2014-15 Date:06.02.2026.

Party No.1: 1) The Chief General Manager,

Western Coalfields Ltd., G.M. Office,

Pench Area PO & The. Parasia,

Chindawara.

2) The Regional Personal Manager,
WCL, Pench Area, Tah. Parasia,
Distt. Chindawara

V/s.

Party No.2: Smt. Vinita Malvi W/o Late Sh. Bhaiyalal Malvi,
Chure Colony, Rawanwada, Tah. Parsia,
Distt. Chindawara (MP),

AWARD

(Dated:6th February, 2026)

In exercise of the powers conferred by Clause (d) of sub-section (1) and Sub-section 2(A)of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), theCentral Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limitedand the applicant,Smt. Vinita Malvifor adjudication No.**L-22012/20/2014 (IR(CM-II)) dt.09.05.2014**, with the following issues framed: -

"क्या श्रीमती विनिता मालवी पति स्वर्गीय भैया लाल मालवी, पूर्व टिम्बर मज़दूर, ठिसगोरा माइंस पेंच क्षेत्र छिन्दवाड़ा को वेस्टर्न कालफील्ड्स लिमिटेड में प्रचलित राष्ट्रीय कोयला वेतन समजौता के प्रावधानों के अनुसार वर्ष अगस्त 2004 से मार्च 2011 तक मासिक क्षतिपूर्ति महाप्रबंध वेस्टर्न कालफील्ड्स लिमिटेड पेंच क्षेत्र परासिया जिला छिंदवाड़ा द्वारा नहीं दिया जाना न्यायोचित है? यदि नहीं तो आवेदिका क्या अनुतोष पाने की अधिकारी है?"

2. On receipt of the reference, parties were noticed to file their respective Statement of Claim and Written Statement. In response to which, the petitionerSmt. Vinita Malvi filed the Statement of Claim and the management of Western Coalfields Limited ("Party No. 1" in short) filed the Written Statement. Petitionerfiled evidence on affidavit and he was cross-examined by the Respondent.

Meanwhile, the Hon'ble court opined that, the matter was not serious in nature and their being minor involvement of funds which can be compromised out of the court. Both the parties agreed and arrived on a compromise. A letter of compromise duly signed by both the parties submitted on 06.02.2026.Thus, the case is taken on today's board under special campaign and considered for passing the award.

Both parties have settled the dispute amicably in terms and conditions mentioned in the memo of compromise.

Hence, it is ordered.

ORDER

"The reference is answered in favor of the workmen in terms of the settlement mentioned in the memo of compromise. The memo of settlement dt. 06.02.2026is made part of the award."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2026

का.आ. 243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 51/2022-23)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/02/2026** को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 26th February, 2026

S.O. 243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 51/2022-23)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **25/02/2026.**

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/51/2018-19 Date:05.02.2026

Party No.1: The Sub Area Manager,
Gouri Sub Area, Ballarpur Area,
Western Coalfields Ltd., Post. Gouri,
Tah. Rajura, Distt. Chandrapur (M.S.)- 442401

V/s.

Party No.2: The Secretary,
B.K.K.M.S (BMS) Union, Ballarpur Area,
Qrt. No. 115, Gouri Colony, Post. Sasti,
Tah. Rajura, Dist. Chandrapur (M.S.)-442401

AWARD

(Dated:5th February, 2026)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the managementof Bharatiya Koyala Mazdoor Sangh (BMS) Post. Babupeth, District Chandrapur and his workman Shri. P. D. Lande, for adjudication, as per **No. L.22012/116/2018 (IR(CM-II))dated 26.11.2018,** with the following schedule: -

> **"Whether the demandSecretary of the Bharatiya Koyala Mazdoor Sangh (BMS) Post. Babupeth, District Chandrapur over the issue of anomaly in pay fixation or pay disparity i.r.o. Shri. P. D. Lande, EP fitter, Gouri Sub Area, WCL, Chandrapur is just, fair and legal? If yes, to what relief the concerned workman is entitled to?"**

2. Case is called out. Both parties are absent. From perusal of record, it is apparent that Petitioner is not responding and attending the court since 21.02.2025.The petitioner has filed his Statement of Claim but he has not filed any evidence to prove the contents of the statement of claim. As the petitioner is not coming since long it shows that he is not interested to contest the case. Claim of the petitioner is not proved.So, it is closed.

Hence, it is ordered.

ORDER

"Thedemand Secretary of the Bharatiya Koyala Mazdoor Sangh (BMS) Post. Babupeth, District Chandrapur over the issue of anomaly in pay fixation or pay disparity i.r.o. Shri. P. D. Lande, EP fitter, Gouri Sub Area, WCL, Chandrapur is unjustified, unfair. The Workmanis not entitled to any relief."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2026

का.आ. 244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 07/2022-23)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/02/2026** को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 26th February, 2026

S.O. 244.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 07/2022-23)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **25/02/2026.**

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/07/2022-23 Date:05.02.2026.

Party No.1: The General Manager,

Chandrapur Area of WCL, Po. Chandrapur,

Distt. Chandrapur (M.S.) – 442401)

The Sub Area Manager,

Padmapur Sub- Area of WCL,PO. Urjanager,

Distt. Chandrapur (M.S.) - 442401

V/s.

Party No.2: The Secretary,

Bhartiya Koyla Khadan Mazdoor Sangh (BMS),

Vishwakarma sadan, Manakali Colliery,

PO. Babupeth, Chandrapur,

Distt. Chandrapur (M.S.) – 442403

AWARD

(Dated:5th February, 2026)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the managementof BharatiyaKoyala Mazdoor Sangh (BMS) and his workman Shri. S. R. Wadghane, for adjudication, as per **No. L-22012/43/2022 (IR(CM-II)) dated 04.05.2022,** with the following schedule: -

> **"Whether the demand of the Union i.e. Bhartiya KoyalaKhadan Mazdoor Sangh (BMS) for restoration of the office order dt. 23.08.2007 thereby rectifying the anomaly in basic fixation of Shri. S. R. Wadghane is fair, legal and justified? If yes, to what relief the concerned workman is entitled?"**

2. Case is called out. Both parties are absent despite service of notices. No Statement of Claim and Written Statements have been filed by the parties respectively till today.No other evidence has been filed by the petitioner to prove his case. Both parties are not coming to the court since long back. It appears that they are not interested to contest the case further more. Claim of the petitioner is not proved.So, it is closed.

Hence, it is ordered.

ORDER

"The demand of the Union i.e. Bhartiya KoyalaKhadan Mazdoor Sangh (BMS) for restoration of the office order dt. 23.08.2007 thereby rectifying the anomaly in basic fixation of Shri. S. R. Wadghane is unfair, illegal and unjustified. The Workmanis not entitled to any relief."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2026

का.आ. 245.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, नागपुर** के पंचाट **(संदर्भ संख्या 03/2023-24)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/02/2026** को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 26th February, 2026

S.O. 245.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 03/2023-24*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **25/02/2026.**

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/03/2023-24 Date:05.02.2026.

Party No.1: The General Manager,
Wani Area of WCL, Po. Urjagram,
Distt. Chandrapur – 442404
The Sub Area Manager,
Neelajay Sub- Area of WCL,Po. Belora,
Tah. Wani, Distt. Yavatmal - 445304

V/s.

Party No.2: The Rashtriya Koyla Khadan Mazdoor Sangh (INTUC),
WCL Hq Complex, Talankhedi Road,
Civil Lines, Nagpur - 440001

AWARD

(Dated:5th February, 2026)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the managementof Western Coalfields Limitedand his employeeSmt. Darpelli Sapna (sister of deceased employee Satish M. Suddla), for adjudication, as per **No. L-22012/27/2023 (IR(CM-II)) dated 31.03.2023,** with the following schedule: -

> **"Whether action of the management of Western Coalfields Limited in not providing dependent employment to Smt. Darpelli Sapna (sister of deceased employee Satish M. Suddala) legal and justified? If not, to what relief the union/applicantis entitled?"**

2. Case is called out. Both parties are not attending the court since 16.05.2023. Accidently only on 18.08.2025 learned counsel for the respondent was present but today both parties are absent. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his claim. Both parties are not coming to the court since long back. Therefore, it appears that they are not interested to contest the case further more. Claim of the petitioner is not proved.So, it is closed.

Hence, it is ordered.

ORDER

"The action of the management of Western Coalfields Limited in not providing dependent employment to Smt. Darpelli Sapna (sister of deceased employee Satish M. Suddala) legal and justified. The union/applicant is not entitled to any relief."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 26 फरवरी, 2026

का.आ. 246.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **डब्लू सी एल** क प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार आद्योगिक अधिकरण–सह–श्रम न्यायालय, नागपुर के पंचाट **(संदर्भ संख्या 23/2024)** को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/02/2026** को प्राप्त हुआ था।

[सं. एल -22013/01/2026-आईआर (सी.एम-II)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 26th February, 2026

S.O. 246.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Ref. No. 23/2024*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Nagpur** as shown in the Annexure, in the industrial dispute between the Management of **M/s. WCL** and **their workmen** received by the Central Government on **25/02/2026.**

[No. L-22013/01/2026– IR (CM-II)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD, PRESIDING OFFICER,

CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/23/2024 Date: 06.02.2026.

Party No.1 : The Sub Area Manager,
WCL Saoner Mine no.3,
Tah. Saoner, Distt. Nagpur
(MS)-441107.

Versus

Party No.2 : The President,
Bhartiya Koyla Khadan Mazdoor Sangh,
(BMS), Saoner Branch, Saoner,
Distt Nagpur-441107.
Shri Yograj Pathe
Qtr. No. 15/3, WCL Bajaj Colony,
Saoner, Distt. Nagpur-441107

AWARD

(Dated: 6th February, 2026)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Western Coalfields Limted and their union Bhartiya Koyla Khadan Mazdoor Sangh and Shri Yograj Pathe for adjudication, as per letter **No.NGP/1(07)/2024-ID dated 12.07.2024,** with the following schedule:-

> **"Whether the action of the management of Western Coalfields Ltd., Saoner Mine no.3, Saoner sub area, Distt. Nagpur in not granting promotion as Lamp room incharge gr.'C' to Shri Yograj Pathe is just, fair and legal? If not, to what relief the workmen/union is entitled to?"**

2. On receipt of the reference, notices were issued to the parties i.e. the union **"Bhartiya Koyla Khadan Mazdoor Sangh**", ("the union" in short), Shri Yograj Pathe the peitioner and the management of Western Coalfields Limited, ("party no.1" in short). The petitioner filed Statement on 25.09.2024. No written statement of claim filed by the respondent. The workmen filed a letter regarding withdrawal of the case under his signature as well as the signature of his counsel.

As the petitioners requested to withdraw the matter, the above case is closed and an award is passed.

Hence, it is ordered:-

ORDER

"The action of the management of Western Coalfields Ltd., Saoner Mine no.3, Saoner sub area, Distt. Nagpur in not granting promotion as Lamp room incharge gr.'C' to Shri Yograj Pathe is just, fair and legal. The workmen are not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 247.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **नं 1 धनबाद** के पंचाट (09/2003) प्रकाशित करती है।

[सं. एल -12011/102/2022-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 247.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 09/2023*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India their workmen.

[No. L-12011/102/2022- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 09/2023

Parties:

Employers in relation to the management of Central Bank of India, Mumbai

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Bihar. Industry:-Bank

Dated 02/02/2026

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.L-12011/102/2022 IR(B-II) dated 20/01/2023 has been pleased to refer the following dispute between the employer i.e. management of Central Bank of India, Mumbai and their workman through President INTUC, Bhagalpur for adjudication by this Tribunal:

SCHEDULE

"Whether the demand raised by President, INTUC, Bhagalpur in respect of workman Shri Dinanath Tiwari vide letter dated 16.09.2021 against the management of Central Bank of India, Mumbai over the issue of getting promotional benefits and monetary benefits from Officer scale-I to Officer Scale-V as workman was not allowed to sit in promotional test conducted by the Bank during the suspension period, is proper, legal and justified? If yes, what relief the workman is entitled to and what directions, if any, are necessary in this respect?"

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.

3. On receiving order no. L-12011/102/2022- IR(B-II) dated 20/01/2023 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 09 of 2023 was registered on 13.02.2023 and thereafter

the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference this case was put up after a long gap on 26.07.2024, but no step was taken from both sides. Thereafter on 29.07.2025, Sri R.R. Prasad, Advocate for the management appeared but workman failed to appear. Though on 26.11.2025, Sri N.N. Choudhary, Joint Secretary INTUC of the workman appeared and filed petition stating that concerned workman is unable to attend the case. So case may be closed.

4. On perusal of the entire case record it transpires that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 248.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (118/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर (बी-I)-45]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 248.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 118/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-45]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.118/2019

Registered on:-16.10.2019

Reena W/o Sh. Pummy, R/o 1186 Old Panchkula, Kharak Mangoli, Panchkula, Haryana.

-------- Workman/Applicant

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurgaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against her termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 16.08.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently her services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of her services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as she was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform her duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 16.08.2012 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of her appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per her claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing her duties as labourer/unskilled worker. She was not in supervisory or administrative post requiring her to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and she was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

> *"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;*

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 16.08.2012 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to her during the period of her stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 16.08.2012 and was terminated on 27.10.2018 (more than 5 years), so she is entitled for Rs.50,000/-.

25. Respondent no.2 is directed to pay the workman Rs.50,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 249.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएलके प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I** के पंचाट (संदर्भ संख्या 71/2024) को प्रकाशित करती है, जो केन्द्रीय सरकार को **26/02/2026** को प्राप्त हुआ था।

[सं. एल -20013/01/2026-आईआर (सीएम-I)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 27th February, 2026

S.O. 249.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Refe.No. 71 of 2024*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL,** and **their workmen** received by the Central Government on **26/02/2026.**

[No. L-20013/01/2026– IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 71/2024

Parties:

Employers in relation to the management of Sijua Area of M/s.

BCCL, Dhanbad and M/s. Saakar Mass Joint Venture

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 02/02/2026

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No.1/(96)/2024/A-7 dated 13/08/2024 has been pleased to refer the following dispute between the employer i.e. management of Sijua Area of M/s. BCCL, Dhanbad and M/s. Saakar Mass Joint Venture and their workman through Joint Secretary, Rashtriya Mazdoor Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the action of the management of M/s Saakar Mass Joint Venture in denial to pay full and final settlement of dues as per agreement dated 22.07.2022 to Sri Anil Kumar Verma and others (list of workers have not been enclosed by union) is fair and justified? If not, what relief the concerned workmen are entitled to?"

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.

3. On receiving order no. 1/(96)/2024/A-7 dated 13/08/2024 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 71 of 2024 was registered on 21.08.2024 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference regd. notices were issued to both the parties on 21.08.2024 but neither the workman nor the management appeared before this Tribunal. Thereafter on 29.01.2026 Sri Akhtar Khan, Secretary of union appeared and filed a withdrawal petition stating therein that above case is pending before the Court for adjudication. It has come to notice in course of hearing that no list of workmen is enclosed along with order of reference. So when list of workmen is not enclosed there is no reason to proceed with hearing of case further and prayed to allow withdrawal petition.

5. On perusal of the entire case record it transpires that the Union who is the aggrieved party, has himself filed a petition dated 29.01.2026 with a prayer to close his case. As now he is not interested to contest this case, his prayer is allowed and accordingly this case is hereby dismissed as withdrawn and it is further ordered that "No Dispute Award" be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 250.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएलके प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I** के पंचाट (संदर्भ संख्या 18/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को **26/02/2026** को प्राप्त हुआ था।

[सं. एल -20012/23/2022-आईआर (सीएम-I)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 27th February, 2026

S.O. 250.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Refe.No. 18 of 2022***)* of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL,** and **their workmen** received by the Central Government on **26/02/2026**.

[No. L-20012/23/2022– IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 18/2022

Parties:

Employers in relation to the management of Bhowra (N) Colliery

under E.J. Area of M/s. BCCL, Dhanbad

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- None.

For the workman :- None.

State : Jharkhand. Industry:-Coal

Dated 02/02/2026

AWARD.

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),Government Of India through the Ministry of Labour, vide its Order No. L-20012/23/2022 -IR(CM-I) dated 12/08/2022 has been pleased to refer the following dispute between the employer i.e. management of E.J. Area of M/s. BCCL, Dhanbad and their workman through Joint Secretary, Bahujan Mazdoor Union, Dhanbad for adjudication by this Tribunal:

SCHEDULE

"Whether the demand raised by the Union i.e. Bahujan Mazdoor Union, Dhanbad vide their letter dated 23.08.2019 in respect of reinstatement of Shri Mari Ram Manjhi, Ex-M/Loader (P.No-02758738) who was terminated vide order no. PS/BH(N)/19/331 dated 29.07.2019 by the Management of Bhowra (N) Colliery under E.J. Area of M/s BCCL is fair, legal and justified? If yes, what relief the workman concerned is entitled to?"

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.

3. On receiving order no. L-20012/23/2022- IR(CM-I) dated 12/08/2022 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 18 of 2022 was registered on 26.08.2022 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After receipt of the reference this case was put up on 19.10.2022, but no step was taken from both sides. Thereafter on 26.07.2023, Sri R.R. Ram, Representative for the workman appeared but management failed to appear. Though on 28.01.2026, Smt. Sanchita Dey, Advocate for the management appeared and Sri R.R. Ram, Representative of the workman appeared and submitted that concerned workman is not interested to contest the case. So case may be closed.

4. On perusal of the entire case record it transpires that the workman has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed for non prosecution.

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 251.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएलके प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, धनबाद-I** के पंचाट (संदर्भ संख्या 08/2022) को प्रकाशित करती है, जो केन्द्रीय सरकार को **26/02/2026** को प्राप्त हुआ था।

[सं. एल -20013/01/2026-आईआर (सीएम-I)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 27th February, 2026

S.O. 251.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Refe.No. 08 of 2022*)*** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **BCCL,** and **their workmen** received by the Central Government on **26/02/2026.**

[No. L-20013/01/2026– IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

ID Case No. 08/2022

Malay Kumar Banerjee,

At- Kusum Vihar Phase-II,

PO: BCCL Township, Koyla Nagar,

Dhanbad…….....Applicant

Vs.

Project Officer, Amalgamated NT-

ST-Jeengora Colliery, under Lodna Area

Of M/s. BCCL, PO-Bhaga, Dist: Dhanbad …… Opposite Party

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

Appearances:

For Applicant :- None.

For Opp. Party :- None.

State : Jharkhand. Industry:-Coal

Dated 02/02/2026

AWARD

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.

3. This case has been filed under section 2A of the I.D Act, 1947 by the applicant/workman namely Malay Kumar Banerjee on 20.06.2022.

4. After receipt of this ID case on 20.06.2022, Sri Pintu Mondal, Representative of the applicant appeared and filed his letter of authority. Thereafter on 08.07.2022 regd. notice was issued to Opp. Party but the same was returned with endorsement "Insufficient Address". However Sri Pintu Mondal, Representative of Applicant appeared before this Tribunal. Thereafter on 19.06.2025 Sri S.N. Ghosh, Advocate appeared from Opp. Party. Though on 20.01.2026, Sri Pintu Mondal, Representative of the applicant appeared and filed petition stating therein that applicant of this case has passed away. So case may be closed.

5. On perusal of the entire case record it transpires that the workman has died and union has lost his interest in this case and therefore, for the ends of justice, this case deserves to be dismissed accordingly.

6. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 252.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण–सह–श्रम न्यायालय, धनबाद-I** के पंचाट (केस संख्या 02/2016, संदर्भ संख्या 138, 1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को **26/02/2026** को प्राप्त हुआ था।

[सं. एल -20013/01/2026-आईआर (सीएम-I)]

सलोनी, उप निदेशक/संपर्क अधिकारी

New Delhi, the 27th February, 2026

S.O. 252.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award **(Case. No. 02/2016.Refe.No. 138 of 1997)** of t**he Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I** as shown in the Annexure, in the industrial dispute between the Management of **Food Corporations of India.** and **their workmen** received by the Central Government on **26/02/2026.**

[No. L-20013/01/2026– IR (CM-I)]

SALONI, Dy. Director/Link officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

Comp. Case No. 02/2016

Arising out of REF Case No. 138/1997

A.K. Adhikari, AG-II (D)

Food Corporation of India,

FSD, Dhanbad……..Complainants

Vs.

Area Manager

Food Corporation of India,

District Office, 1st Floor, Usha Kunj Chiragora,

Dist: Dhanbad

Executive Director (East) of

Food Corporation of India,

Zonal Office – 10A

Middleton, Row, Kolkata -70071……Opposite Parties

Appearances:

For Complainant :- None.

For Opp. Party :- None.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

State : Jharkhand Dated 02/02/2026

ORDER

2. This case is taken through Special Campaign organized by Ministry of Labour & Employment, Govt. of India for disposal of pending cases.

3. Case is called out.

4. On call none is present from either side.

5. Perused the record. After perusal of record it appears that Sri Anil Srivastava appeared on 01.03.2016 and filed an application under section 33A of I.D. Act,1947 and regd. Notice was issued to opposite party and both the parties appeared for certain dates. On 16.12.2025 Shri Anil Kumar Srivastava, advocate for the Complainant appeared and submitted that the concerned Workman is not in his contact now so case may be closed.

6. In view of the fact that complainant is not interested to contest this case, this case deserves to be dismissed on the ground of non-interest of the complainant.

Hence, this case is dismissed accordingly.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 253.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (134/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर (बी-I)-46]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 253.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 134/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-46]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.134/2019

Registered on:-16.10.2019

Ajay Kumar S/o Sh. Ram Shiromani, R/o Lambhua Sultanpur, Utter Pardesh.

-------- Workman/Applicant

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 04.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 17.08.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 17.08.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in

service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 17.08.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 17.08.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 254.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (100/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर (बी-I)-47]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 100/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-47]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.100/2019

Registered on:-16.10.2019

Mamta Rani W/o Sh. Balwinder Singh, R/o H.No.7, Chandi Kotla, Panchkula, Haryana

-------- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurgaon-122022.

----Management

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against her termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 01.04.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently her services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of her services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as she was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform her duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.04.2017 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency is trying to take benefit of her appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

11. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per her claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing her duties as labourer/unskilled worker. She was not in supervisory or administrative post requiring her to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

13. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

14. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

15. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and she was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

16. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

17. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

18. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 01.04.2017 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that agreement of safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

19. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

20. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

21. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to her during the period of her stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

22. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

23. Present workman employed on 01.04.2017 and was terminated on 27.10.2018 (less than 2 years), so she is entitled for Rs.20,000/-.

24. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (146/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर (बी-I)-48]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 146/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-48]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.146/2019

Registered on:-16.10.2019

Kishan S/o Sh. Balram, R/o 301, Block 2, Rampur, Sueri Kalka, Panchkula, Haryana.

-------- Workman/Applicant

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 01.04.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor’s account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai

karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.04.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no. 2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.04.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by

respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 01.04.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री मुरलीधर दलाई** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 6/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-39]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 256.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 6/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Muralidhar Dalai** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-39]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of December 2025

M.P. No. 6/2017

Between:

Muralidhar Dalai,

S/o. D. Krishna,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 77,683.69ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield

Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 836 working days, amounting to Rs. 77,683.69ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1

Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended

that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012."

Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.77,683.69ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.77,683.69ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 836 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.59 name of the Petitioner, Sri Muralidhar Dalai, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.77,683.69ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 77,683.69ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.77,683.69ps. for the period of August, 2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by

2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 77,683.69ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of December, 2025.

IRFAN QAMAR. Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Muralidhar Dalai .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14:Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पेड्डा अप्पा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 7/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-40]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 257.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 7/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Pedda Appa Rao** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-40]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of December 2025

M.P. No. 7/2017

Between:

I. Pedda Appa Rao,

S/o. I. Yellaya,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 76,011.08ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the

86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 818 working days, amounting to Rs. 76,011.08ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal

Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6

of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.76,011.08ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

> ***"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."***

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.76,011.08ps. for the period of 3 years of his employment with Respondent No.3. Further, in the

agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 818 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl.No.47 name of the Petitioner, Sri I. Pedda Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.76,011.08ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 76,011.08ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.76,011.08ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal

employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right,***

the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent

No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 76,011.08ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri I. Pedda Appa Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 258.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (108/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-49]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 108/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-49]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.108/2019

Registered on:-16.10.2019

Ram Ji Sharma S/o Sh. Shyam Bihari Sharma, R/o Bankat, Bhaojpur, Bihar.

-------- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.
2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 01.11.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.
3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9.While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.11.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating

the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.
19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.11.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.
20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.
21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).
22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.
23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:
    i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
    ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
    iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.
24. Present workman employed on 01.11.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.
25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.
26. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Act.

KAMAL KANT, Prtesiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 259.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (116/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-50]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 116/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-50]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 116/2019

Registered on:-16.10.2019

Mukesh Devi W/o Sh. Tej Pal Singh, R/o Narson Khurd, Haridwar, Uttrakhand.

-------- Workman/Applicant

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurgaon-122022.

----Management

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against her termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 01.06.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently her services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of her services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as she was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform her duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.06.2017 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no. 2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of

employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency is trying to take benefit of her appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per her claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing her duties as labourer/unskilled worker. She was not in supervisory or administrative post requiring her to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and she was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 01.06.2017 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to her during the period of her stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked from more than 5 years with contractors shall be entitled for Rs. 50,000/-.

24. Present workman employed on 01.06.2017 and was terminated on 27.10.2018 (less than 2 years), so she is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (114/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-51]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 114/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-51]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 114/2019

Registered on:-16.10.2019

Davinder Kaur W/o Sh. Surjit Singh, R/o Beed Ghaghar, Chandi Mandir Cantt. Panchkula, Haryana.

-------- Workman/Applicant

Versus

3. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

4. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurgaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against her termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 01.08.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax free limit. She

was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently her services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of her services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as she was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform her duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.08.2017 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency is trying to take benefit of her appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per her claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing her duties as labourer/unskilled worker. She was not in supervisory or administrative post requiring her to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and she was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 01.08.2017 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to her during the period of her stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 01.08.2017 and was terminated on 27.10.2018 (less than 2 years), so she is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (142/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-52]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 142/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-52]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 142/2019

Registered on:-16.10.2019

Chhaterpal S/o Sh. Bohari Lal, R/o 48 Dhaluwal, Chandi Mandir Cantt. Panchkula, Haryana.

-------- Workman/Applicant

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 03.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 04.05.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 04.05.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no. 2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman

and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test

is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 04.05.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 04.05.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (152/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-53]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 152/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-53]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 152/2019

Registered on:-16.10.2019

Narender Singh S/o Sh. Asha Ram, R/o Khera Basouli, Khera, Kalka, Panchkula, Haryana.

-------- Workman/Applicant

Versus

5. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

6. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award : 04.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 13.05.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering

respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 13.05.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no. 2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 13.05.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 13.05.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (98/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-54]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 98/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-54]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 98/2019

Registered on:-16.10.2019

Bimla Devi W/o Sh. Kuldeep Kumar, R/o Near Gurudwara Beed Ghaghar, PO Saket, Panchkula, Haryana

-------- Workman/Applicant

Versus

7. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

8. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurgaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 02.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against her termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 20.02.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently her services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of her services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as she was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai

karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform her duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 20.02.2016 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency is trying to take benefit of her appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per her claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing her duties as labourer/unskilled worker. She was not in supervisory or administrative post requiring her to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and she was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 20.02.2016 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no. 2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by

respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to her during the period of her stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 20.02.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so she is entitled for Rs.30,000/-. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (148/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-55]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 148/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-55]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 148/2019

Registered on:-16.10.2019

Vinod Kumar S/o Sh. Ram Sawroop, R/o 399, Beer, Ghaghar, Chandi Mandir, Panchkula, Haryana.

-------- Workman/Applicant

Versus

9. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

10. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no. 2 already ex parte.

Award : 03.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 09.09.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 09.09.2012 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

13. Thus Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of

Section 2(s) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the applicant herein admittedly falls within the definition of 'workman' under Section 2(s) of the Act.

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 09.09.2012 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between

respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 09.09.2012 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.

25. Respondent no.2 is directed to pay the workman Rs.50,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (162/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-56]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 162/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-56]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.162/2019

Registered on:-16.10.2019

Faqir Chand S/o Sh. Tota Ram, R/o H. No.583 Sakit Chandi Mandir Cantt. Village Bir Ghaggar Panchkula, Haryana.

-------- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

2. M/s AA Foundation for Safety, Head Office 5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award : 04.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 18.02.2018 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 22.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 29.01.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 18.02.2018 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

10. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

12. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***, has observed as follows:-

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

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

14. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

15. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman. However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

17. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

18. The Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 18.02.2018 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

20. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

22. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

23. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

24. Present workman employed on 18.02.2018 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

25. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 266.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (158/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-57]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 158/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-57]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 158/2019

Registered on:-16.10.2019

Rajinder S/o Sh. Natar Lal R/o 144 Rampur Siyudi, BCW Surajpur, Kalka, Panchkula, Haryana.

-------- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

Present:-Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award :06.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 01.09.2015 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from hissalary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.09.2015 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

13. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***,has observed as follows:-

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

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

15. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

16. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman.However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is

responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

17. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

18. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

19. TheHon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.09.2015 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

21. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

22. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

23. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

24. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 01.09.2015 and was terminated on 27.10.2018 (more than 2 years but less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (140/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-58]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 140/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-58]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 140/2019

Registered on:-16.10.2019

Raju S/o Sh. Ram Babu R/o 119, Ram Pur Seuri, Kalka, RCW Suraj Pur, Panchkula, Haryana.

-------- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.

2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award :06.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 16.08.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum

wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from hissalary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1

on 16.08.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

13. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***,has observed as follows:-

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

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

15. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

16. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman.However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

17. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was

paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

18. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

19. Hon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 16.08.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

21. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

22. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

23. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

24. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 16.08.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

26. Respondent no.2 is directed to pay the workman Rs.20,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर मुख्यालय (नागरिक रक्षा), पंचकुला के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़**-II के पंचाट (144/2019) प्रकाशित करती है।

[सं. एल -12025/01/2026-आईआर(बी-I)-59]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 144/2019*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-59]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 144/2019

Registered on:-16.10.2019

Krishan Kumar S/o Sh. Kali Charan R/o 10 Ram Pur, Seuri Kalka, Panchkula, Haryana.

-------- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

Present:-Sh. Jang Bahadur, AR for workman.

Sh. Satinder Singh, AR for respondent no.1.

Respondent no.2 already ex parte.

Award :06.02.2026

1. Workman has filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called the Act) against his termination w.e.f. 27.10.2018 claiming reinstatement into service along with continuity of service and full back wages.

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 20.08.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from hissalary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

3. It is further maintained that workman including 200 other safai karamcharis of respondent no.1 raised the demand for non-deduction of TDS from the wages paid by respondent no.1. However, their demand was not accepted. Other workers working under respondent no.1 formed union and subsequently his services were dispensed with w.e.f. 27.10.2018. It is also maintained that respondent no.1 retained juniors in service and also made fresh appointments after termination of his services and no compensation was paid under Section 25F of the Act. Thus, there is violation of Section 25F, 25G and 25H of the Act. Hence this petition.

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as he was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in Chandi Mandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safai karamcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safai karamcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safai karamcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

Sr. No.	Document	Dated	Exhibit
1.	Policy	18.03.2011	Ex.R-1
2.	Agreement with respondent no.2	05.07.2018	Ex.R-2
3.	Copy of ECR of EPFO		Ex.R-3
4.	Letter of Head Quarter	22.04.1980	Ex.R-4

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 20.08.2012 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by

the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

13. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of ***Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532***,has observed as follows:-

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

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

15. The Hon'ble Supreme Court after analyzing the catena of cases has laid down in ***Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014,*** two well recognized tests to find out whether the labours are the contract employees of the principal employer are:-

1) Whether the principal employer pays the salary instead of contractor and

2) Whether the principal employer controls and supervise the work of the employees?

16. The facts regarding the payment of salary by the management or contractor has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment by respondent no.1 or by contractor or anything likewise. Thus, this basic feature for holding the relationship of employer and employee i.e. between respondent no.1 and workman totally lacking not in the pleading but also in the evidence submitted by the workman.However, MW1 Colonel K P Singh in his cross examination has stated that it is responsibility of the contractor to pay monthly wages to the conservancy staff provided by him. Respondent no.1 has nothing to do with the minimum wages, DC rate to the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

17. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was paid salary by the contractor and he was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no. 2.

18. It is also added here that as per definition of contractor as given in the Section 2(c) of the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter called as Contract Act), respondent no.2 was supplying contract labour to the respondent no.1. Thus, respondent no.2 would fall under the definition of contractor. Section 2(c) of the Contract Act is reproduced as under:

"Contractor", in relation to an establishment, means a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor;

19. TheHon'ble Apex Court in the case of ***Banglore Water Supply & Sewerage Board Vs. A. Rajappa 1978(36) FLR 266*** dealt at length with the ambit and scope of expression "industry" as defined in Section 2(j) of the Act, and has laid down triple test for determining whether a particular establishment is industry or not. The triple test is where (a) systematic activity (b) organized by cooperation between employer and employee (the direct and substantial element is commercial (c) for the production or distribution of goods and services to calculated to satisfy human wants and wishes prima facie is an "Industry" in that enterprise. The workman was doing work i.e. systematic activity for respondent no.1 at the asking of respondent no.2 and there was cooperation between the workman and respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 20.08.2012 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

21. Admittedly, there is non-compliance of Section 25F of the Act by respondent no.2. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman. Hence, workman is entitled for compensation from respondent no.2.

22. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between respondent no.1 and 2 cannot be said to be any unfair labour practice. So far as contentions of AR for workman that the work performed by the workman is of perennial in nature and no domestic inquiry was held before terminating the services of workman are concerned, in this regard, it is pointed out that workman was entitled only for compensation under Section 25F of the Act by respondent no.2 (contractor) and no domestic inquiry was required to be conducted. Merely because work is of perennial in nature does not mean that any right has accrued in favour of the workman to get employment with respondent no.1, which is a department of Civil Defence run by Government of India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

23. In view of above discussion, it is held that since respondent no.2 (contractor) is currently not working with respondent no.1, so keeping in view the tenure of service rendered by the workman and salary given to him during the period of his stay with the contractor and non-compliance of Section 25F of the Act, this Tribunal is of the considered opinion that workman is entitled for compensation.

24. Keeping in view the fact and circumstances of the present case, the following scheme of compensation is deemed fit by this Tribunal:

i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.

ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 20.08.2012 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.

26. Respondent no.2 is directed to pay the workman Rs.50,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 27 फरवरी, 2026

का.आ. 269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. कामेश्वर राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 11/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-41]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 269.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 11/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Kameswara Rao** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-41]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 9th day of December 2025

M.P. No. 11/2017

Between:

M. Kameswara Rao,

S/o. M. Suri Babu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 79,635.08ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 832 working days, amounting to Rs. 79,635.08ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter

(annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with

another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No. 3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs. 28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.79,635.08ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness

WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.79,635.08ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 52 and against his name the total number of working days 832 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No.52 name of the Petitioner, Sri M. Kameswara Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.79,635.08ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No. 2 during the

period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 79,635.08ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.79,635.08ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors.

Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."***

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the

Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 79,635.08ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 9th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Kameswara Rao .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512832 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 270.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी.वी.आर. रेड्डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 13/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-42]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 270.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 13/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri P.V.R. Reddy** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-42]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 9th day of December 2025

M.P. No. 13/2017

Between:

P.V.R. Reddy,

S/o. P. Pydayya,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 83,537.85ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 899 working days, amounting to Rs. 83,537.85ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor

for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have

worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be

liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,537.85ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,537.85ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 9 and against his name the total number of working days 899 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No.9 name of the Petitioner, Sri P.V.R. Reddy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,537.85ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,537.85ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,537.85ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers

under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,537.85ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 9th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P.V.R. Reddy .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512899 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. लक्ष्मण राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 15/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-43]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 271.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 15/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Laxman Rao** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-43]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 9th day of December 2025

M.P. No. 15/2017

Between:

G. Laxman Rao,

S/o. G. Gurumurthy,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 which is corresponding section 59 (2) under the Industrial Relation Code 2020 for the recovery of the amount Rs. 81,679.38ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield

Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 814 working days, amounting to Rs. 81,679.38ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and

Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended

that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012."

Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.81,679.38ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,679.38ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 8 and against his name the total number of working days 879 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 8 name of the Petitioner, Sri G. Laxman Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,679.38ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 81,679.38ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,679.38ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and

relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing

benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,679.38ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 9th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Laxman Rao	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. प्रसाद** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 29/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-44]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 272.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 29/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Prasad** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-44]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 12th day of December 2025

M.P. No. 29/2017

Between:

M. Prasad,

S/o. M. Babu Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 84,652.92ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent

between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 911 working days, amounting to Rs. 84,652.92ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial

modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner

between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.84,652.92ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances

to the tune of Rs.84,652.92ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 79 and against his name the total number of working days 911 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 79 name of the Petitioner, Sri M. Prasad, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.84,652.92ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 84,652.92ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.84,652.92ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent

No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 84,652.92ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 12th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Prasad .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वाई. सिंहाचलम** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 30/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-45]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 273.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 30/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Y. Simhachalam** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-45]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 12th day of December 2025

M.P. No. 30/2017

Between:

Y. Simhachalam,

S/o. Y. Buchi Babu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 903 working days, amounting to Rs. 83,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner

contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner.

Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated

15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 69 and against his name the total number of working days 903 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 69 name of the Petitioner, Sri Y. Simhachalam, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes

no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 12th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Simhachalam .	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. अम्मोरू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 48/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-46]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 274.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 48/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Ammoru** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-46]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of January 2026

M.P. No. 48/2017

Between:

M. Ammoru,

S/o M. Yerayya,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,816.62ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a

contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 902 working days, amounting to Rs. 83,816.62ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour

are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second

Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1

has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,816.62ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,816.62ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 43 and against his name the total number of working days 902 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 43 name of the Petitioner, Sri M. Ammoru, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,816.62ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,816.62ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,816.62ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and

relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,816.62ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Ammoru	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 275.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. पाइडी राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 49/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-47]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 275.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 49/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Pydi Raju** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-47]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of January 2026

M.P. No. 49/2017

Between:

G. Pydi Raju,

S/o G. Appa Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 1,05,142.15ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the

period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 904 working days, amounting to Rs. 1,05,142.15ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial

modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner

between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.1,05,142.15ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances

to the tune of Rs.1,05,142.15ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 73 and against his name the total number of working days 904 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 73 name of the Petitioner, Sri G. Pydi Raju, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.1,05,142.15ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 1,05,142.15ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.1,05,142.15ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent

No. 1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 1,05,142.15ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Pydi Raju	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 2 मार्च, 2026

का.आ. 276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (85/2002) प्रकाशित करती है।

[सं. एल-12012/127/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 2nd March, 2026

S.O. 276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 85/2002*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/127/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 85/2002

[Old ID No.104/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri Y. Mohan Rao,

S/o Jaya Rao,

Thomas Pet, Chirala-523155.

Prakasam Dist. A.P. … Petitioner

And

The Asst. General Manager,

State Bank of India, Zonal Office,

Region-II, Tirupati A.P-517501. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/127/2000-IR(B.I) dated 31.8.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No.104/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, in terminating Sri Y. Mohan Rao, Messenger, from the services of the Bank? If not, what relief the workman is entitled?"

After receipt of the reference, it was numbered as ID No. 85/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Non-Messenger from 1988 to 1997, and has rendered unblemished service spreading over a period of about 10 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P..It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P .. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the

employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the

Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies.The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was

a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door

entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W4. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the service certificate. Ex.W2 is the notification. Ex.W3 is the interview letter. Ex.W4 is the empanel list.

21. On the other hand, Respondent has examined witness MW1 Sri K. Bala Kotaiah and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Non Messenger Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Kallur branch in terminating the services of Workman Sri Y. Mohan Rao, a Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into

between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

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

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

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

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

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

27. **Point No.II**:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on

31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

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

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

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

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

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

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

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

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

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

period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, 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"

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

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

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

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo the regular process of selection before my engagement as temporary messenger in the bank ."

" It is true that I did not work 240 days in year, in my entire service in the bank in any branch."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of

the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided

administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

> *"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."*

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

> *"I applied Appointment as messenger in response to the advertisement issued by the bank and the union in the year 1989.. The panel was prepared basing upon the number of days of service put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given appointment in order of their seniority in the panel…… I am not having any documents to show that any person who worked for less number of days than me was given appointment in the bank...."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

> "*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*
>
> *(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;*
>
> *(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;*
>
> *(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and*
>
> *(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.*

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

> *"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.*
>
> *9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."*

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

> *"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the*

duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."*

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such

employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

ORDER

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri Y. Mohan Rao, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, P.A., transcribed by her, corrected and signed by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Mohan Rao	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1: Photocopy of Service certificate

Ex.W2: Photocopy of notification

Ex. W3: Photocopy of interview letter

Ex. W4: Photocopy of panel list

Documents marked for the Respondent

Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87

Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88

Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991

Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995

Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996

Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997

Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 2 मार्च, 2026

का.आ. 277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (154/2002) प्रकाशित करती है।

[सं. एल -12012/78/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 2nd March, 2026

S.O. 277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 154/2002*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/78/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

In The Central Government Industrial Tribunal Cum Labour Court At Hyderabad

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE No. 154/2002

[Old ID No.76/2000 of Industrial Tribunal No. I, Hyderabad]

Between:

Sri K. Nagendra,

R/o 9-3—158, III,

Road Enderamagar,

Uravakonda.

Dist. Anatapur (A.P) … Petitioner

And

The Dy. General Manager,

State Bank of India,

Zonal Office,

Renigunta Road,

Tirupathi. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/78/2000-IR(B.I) dated 17.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No.76/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Anantapur Main Branch in terminating Sri K. Nagendra, Messenger, from the services of the Bank by way of oral orders w.e.f. 31.3.1997 is justified? If not what relief he is entitled?"

After receipt of the reference, it was numbered as ID No. 154/2002 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1990 to 1991, and has rendered unblemished service spreading over a period of about 2 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P .. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the

liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the

Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the

Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W3. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the notification. Further Ex.W2 is the interview call letter. Ex.W3 is the panel list.

21. On the other hand, Respondent has examined witness MW1 Sri K. Bala Kotaiah and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon’ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon’ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon’ble Supreme Court as well as Hon’ble High Court, which we will discuss at appropriate place in this Award.

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Anantapur Main branch in terminating the services of Workman Sri K. Nagendra, a Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

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

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

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding

where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

the appropriate forum and they cannot ask an Authority constituted under Section 41(1) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

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

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

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

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

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

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

27. **Point No.II**:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

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

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

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

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

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

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

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

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

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12*

calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, 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"

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

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

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

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo regular process of selection for appointment in the bank.."

"I did not work for 240 days in any year in my entire service."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of

the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided

administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied in response to the advertisement issued by the bank as per the settlement…. Further, witness states, *The panels were prepared basing upon the number of days of service of the temporary employees. The temporary employees from the panel were given regular appointment in order of their seniority in the panel….* Further witness states, *No person who had worked for less number of days than me were given appointment in the bank. No junior to me is continuing in service in the bank."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its

instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."*

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on

31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

ORDER

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri K. Nagendra, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Nagendra	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1: Photocopy of News paper advertisement/ notification

Ex.W2: Photocopy of interview call letter

Ex.W3: Photocopy of Panel list

Documents marked for the Respondent

Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87

Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88

Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991

Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995

Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996

Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997

Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 2 मार्च, 2026

का.आ. 278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (252/2001) प्रकाशित करती है।

[सं. एल -12012/168/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 2nd March, 2026

S.O. 278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 252/2001*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/168/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 4th day of February, 2026

INDUSTRIAL DISPUTE No. 252/2001

Between:

Sri T. Srinivasa Rao,

S/o T. Jayalaxmi,

R/o Venternary Hospital Backside,

Gandhi Nagar,

Chirala 523-155.

… Petitioner

And

The Asst. General Manager,

State Bank of India,

Zonal Office Region-III,

Tirupathi. …..Respondent

Appearances:

For the Petitioner : Sri Macherla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjith Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/168/2000-IR(B.I) dated 16.10.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Tirupathi Zone branch in dismissing the services of Sri T. Srinivasa Rao, Ex-Messenger is justified? If not, what relief the workman is entitled?"

After receipt of the reference, it was numbered as ID No. 252/2001 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the Workman joined in the service of the management institution as Messenger from 1986 to 1989, and has rendered unblemished service spreading over a period of about 3 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth. "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P .. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the

employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the

Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was

a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned . It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door

entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W5. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Marks memo of Petitioner . Further Ex.W2 is the Service certificate. Ex.W3 is the Call letter for interview. Ex.W4 is the Panel list. Ex. W5 is the minutes of the conciliation proceedings on 15.03.2001.

21. On the other hand, Respondent has examined witness MW1 Sri K. Bala Kotaiah and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Tirupathi Zone in dismissing the services of Workman Sri T. Srinivasa Rao, a Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

deciding whether retirement as per the contract of employment, is legal or not."

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

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

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

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

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

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

27. **Point No.II**:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

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

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

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

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

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

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

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

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

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12*

calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, 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"

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

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

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

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo regular process of selection before my engagement as temporary messenger in the branch.."

"It is true that I did not work for 240 days in any year in my entire service in a single branch."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of

the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:- In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided

administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as Messenger, in response to the advertisement issued by the bank and the union in the year 1989.... Further, witness states, *The panel was prepared basing upon the number of days of service put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the in the order of their seniority in the panel....* Further witness states, *It is true that I am not having any documents to show that any of my juniors are continuing in service in the bank."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its

instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."*

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on

31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No.IV**:-In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

ORDER

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri T. Srinivasa Rao, Ex. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri T. Srinivasa Rao	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1: Photocopy of Marks memo of Petitioner

Ex.W2: Photocopy of Service certificate

Ex.W3: Photocopy of interview call letter

Ex.W4: Photocopy of Panel list

Ex.W5: Photocopy of minutes of the conciliation proceedings on 15.03.2001.

Documents marked for the Respondent

Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87

Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88

Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991

Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995

Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996

Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997

Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.

Ex.M9: Photocopy of statement of 1989 Non-messenger panel

Ex.M10: Photocopy of statement of 1992 panel

Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98

Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 27 फरवरी, 2026

का.आ. 279.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जे. सोमा राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 50/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-48]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 279.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 50/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri J. Soma Raju** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-48]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of January 2026

M.P. No. 50/2017

Between:

J. Soma Raju,

S/o J. Appa Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 70,249.85ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 756 working days, amounting to Rs. 70,249.85ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman

demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the

Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid

direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.70,249.85ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in

evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.70,249.85ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 42 and against his name the total number of working days 756 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 42 name of the Petitioner, Sri J. Soma Raju, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.70,249.85ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which

is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 70,249.85ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.70,249.85ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal

employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."***

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of

Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 70,249.85ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri J. Soma Raju	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.
Ex.W13:	Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 280.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ए. सीताराम** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 51/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-49]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 280.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 51/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri A. Seetharam** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-49]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of January 2026

M.P. No. 51/2017

Between:

A. Seetharam,

S/o A. Seet Ram,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 78,520.00ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita

Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 845 working days, amounting to Rs. 78,520.00ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice was issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates

vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C (2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this

Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount

equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.78,520.00ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides:-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.78,520.00ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 49 and against his name the total number of working days 845 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 49 name of the Petitioner, Sri A. Seetharam, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.78,520.00ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 78,520.00ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.78,520.00ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to

discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which

is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable

of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 78,520.00ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A. Seetharam	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 281.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. पेंटय्या** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 52/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-50]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 281.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 52/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri G. Pentayya** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-50]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of January 2026

M.P. No. 52/2017

Between:

G. Pentayya,

S/o G. Sanyasi Rao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 82,701.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the

period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 890 working days, amounting to Rs. 82,701.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial

modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner

between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.82,701.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.82,701.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been

prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 29 and against his name the total number of working days 890 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 29 name of the Petitioner, Sri G. Pentayya, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.82,701.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 82,701.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.82,701.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were

fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970***

(2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 82,701.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Pentayya	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 282.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. अप्पा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 53/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-51]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 282.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 53/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Appa Rao** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-51]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 5th day of January 2026

M.P. No. 53/2017

Between:

M. Appa Rao,
S/o M. Appanna,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 73,037.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 786 working days, amounting to Rs. 73,037.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September

2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect

of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by

the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.73,037.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no

3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.73,037.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 16 and against his name the total number of working days 786 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 16 name of the Petitioner, Sri M. Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.73,037.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 73,037.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.73,037.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment

allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section***

21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has

terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 73,037.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Appa Rao	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 283.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वाई. नरसिंगा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 54/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-52]

सलोनी, उप निदेशक

New Delhi, the 7th February, 2026

S.O. 283.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 54/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Y. Narasinga Rao** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-52]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 5th day of January 2026

M.P. No. 54/2017

Between:

Y. Narasinga Rao,

S/o Y. Eswarudu,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,537.85ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the

period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 899 working days, amounting to Rs. 83,537.85ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial

modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner

between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,537.85ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,537.85ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex.

W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 40 and against his name the total number of working days 899 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 40 name of the Petitioner, Sri Y. Narasinga Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,537.85ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,537.85ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,537.85ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of

money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its***

decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,537.85ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 5th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Narasinga Rao	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 284.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एम. अप्पाला नायडू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 55/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-53]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 284.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 55/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri M. Appala Naidu** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-53]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 6th day of January 2026

M.P. No. 55/2017

Between:

M. Appala Naidu,

S/o M. Chinnaapparao,

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,

Rep. By Smt. J. Vijaya

Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 78,334.15ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 843 working days, amounting to Rs. 78,334.15ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide

(annexure 5) dated12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

5. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial

Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of “Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in

the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.78,334.15ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal

employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.78,334.15ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 4 and against his name the total number of working days 843 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 4 name of the Petitioner, Sri M. Appala Naidu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.78,334.15ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 78,334.15ps. towards full and final payment as terminal benefit from Respondent

No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.78,334.15ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years

and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."***

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and

Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 78,334.15ps. to the Petitioner within 30 days from the date of this

order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 6th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Appala Naidu	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 फरवरी, 2026

का.आ. 285.—औद्योगिक विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री स्वर्गीय के.वी. रमना 1/1. करनम रमादेवी (पत्नी), 1/2. करनम साई लक्ष्मी (बेटी), 1/3. करनम गणेश (बेटा), 1/4. करनम देमुदम्मा (माँ)**के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 56/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.02.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-54]

सलोनी, उप निदेशक

New Delhi, the 27th February, 2026

S.O. 285.—In pursuance of Section 17 of the Industrial Dispute Act, 1948 (14 of 1948), the Central Government hereby publishes the award **(Reference No. MP 56/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri Late. K.V. Ramana 1/1. Karanam Ramadevi(Wife), 1/2. Karanam Sai Lakshmi(Daughter), 1/3. Karanam Ganesh(Son), 1/4. Karanam DemuDamma(Mother)** which was received along with soft copy of the award by the Central Government on 27.02.2026.

[No. Z-16025/03/2026-IR(M)-54]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 6th day of January 2026

M.P. No. 56/2017

Between:

1.Late. K.V. Ramana,

S/o K. Appala Naidu,

1/1. Karanam Ramadevi(Wife)

1/2. Karanam Sai Lakshmi(Daughter)

1/3. Karanam Ganesh(Son)

1/4. Karanam DemuDamma(Mother)

Walzen Strips Pvt. Ltd., Wire Rod Mill-1,

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.
2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)
3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,

Door No. 57-24-79/3,

Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.

Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate

For the Respondent-I : M/s. Saibaba & Srinivas, Advocates

For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,909.54ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 903 working days, amounting to Rs. 83,909.54ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the

workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

3. During pendency of the petition petitioner Karnam Venkata Ramana, expired on 04.04.2017 and the legal heirs of the deceased petitioner filed the affidavit that the workman, Karnam Venkata Ramana, has raised the claim in the petition and during the pendency of the petition Karnam Venkata Ramana expired on 04.04.2017 due to illness. Further, it is contended that the Department of Health, Medical and Family Welfare of the Government of Andhra Pradesh has issued the death certificate bearing registration number D-2017: 28-90225-000474 and subsequently Government of Andhra Pradesh (Revenue Department) and the Tahsildar of Gajuwaka Mandal, Visakhapatnam District, has issued the family member certificate, i.e., Legal Heir certificate dated 11.05.2017. The legal heir of the deceased petitioner has prayed to add them as legal heir in the petition in place of the deceased petitioner. The legal heir has also filed the family member certificate wherein the details of the family members of the deceased petitioner are mentioned in the certificate as at No. 1, Karnam Ramadevi, wife of the deceased at No.2 Karnam Sai Lakshmi, daughter of the deceased at No. 3 Karanam Ganesh son of the deceased, and at No. 4 Karnam Damu Damma mother of the deceased. Further, the death certificate dated 07.04.2017 reveals that Karnam Venkat Ramana expired on 04.04.2017. This death certificate has been issued by the competent authority of the Government of Andhra Pradesh. The legal heir of the deceased petitioner has also filed the amended petition under Section 33(c) (2)of the ID Act, wherein they have reiterated the same contention as made by the deceased petitioner in his petition and has claimed the amount Rs. 83,909.54ps against the Respondent.

4. Notice were issued to all Respondent. Respondent No.1 and Respondent No. 3 has filed their counter, but Respondent No. 2 did not file any counter despite service of notice. Therefore, case is proceeding ex-parte against 2nd Respondent.

5. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax

Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

6. Respondent No. 2 did not turn up despite service of notice and nor filed any counter. Therefore, case is proceeding ex-parte against Respondent No. 2 vide order dated 20th September 2017 and being heard and decided exparte.

7. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

8. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6 of the counter of Respondent No. 3 is the admission of the employment of contract labour including this Petitioner between 16th August 2009 to 15th August 2012, and all contractual obligations are specifically required to be fulfilled by the 3rd Respondent. Petitioner submits that the law enforced under section 21(4) of the Contract Labor (Regulation & Abolition) Act, 1970 contemplate that it is the statutory duty of the principal employer to redeem the losses on failure of the contractor to pay the due wages to the contract labour. Further, Petitioner submits that the

claim amount of this Petitioner is covered within the definition of clause H of wages of Section 2 of the Contract Labour (Regulation & Abolition) Act, 1970. Further, it is submitted that the Respondent No.1 has admitted that they changed the 3rd Respondent after the expiry of the contract period. Continuation of contract labour employment by another contractor leads to the conclusion that the 1st Respondent (RINL) is implying the contract labour by changing the contact at their will, and as such, changing of contract means that such contract is a form of "Sham" mean to avoid direct employment by the contractor. Further, it is submitted that the second Respondent never settled the claim of final settlement. The Petitioner' monthly wages were directly credited to the Petitioner bank account, and Petitioner insists proof of payment of full and final settlement. It is repeated that not a single rupee was paid to the Petitioner. The copy of the payment particular brought on record is not a genuine document and is disputed altogether. Further, it is contended that the averment made by the third Respondent that this Petitioner is continuing employment with another contractor under RINL is sufficient proof that the Petitioner's employment with the 3rd Respondent has been terminated, and third Respondent is bound to pay settlement terminal benefits. The averment that there is no break in the service of the Petitioner since the Petitioner is continuing in the employment Respondent No. 1 is ridiculous. Therefore, prayed to direct Respondent to pay the legitimate dues of the Petitioner as per contract Ex. W11.

9. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

10. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

11. Heard the argument of learned counsel for either parties.

12. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,909.54ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under

this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

13. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,909.54ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 64 and

against his name the total number of working days 903 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 64 name of the Petitioner, Sri K.V. Ramana, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

14. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

15. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

16. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is

payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

> ***"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."***

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

> ***"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same***
>
> ***16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its***

reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

17. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2,

during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner deceased Karanam Venkata Ramana and of legal heir 1. Karanam Ramadevi-Wife, 2. Karanam Sai Lakshmi-Daughter, 3. Karanam Ganesh-Son, Karanam DemudDamma-Mother under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 6th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K.V. Ramana	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 2 मार्च, 2026

का.आ. 286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय **हैदराबाद** के पंचाट (51/2001) प्रकाशित करती है।

[सं. एल -12012/385/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 2nd March, 2026

S.O. 286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 51/2001) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/385/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 3rd day of February 2026

INDUSTRIAL DISPUTE No. 51/2001

Between:

Sri Y. Rajender,

H.No. 6-2-757, Chintal Basti,

Khairtabad,

Hyderabad-500 004. … Petitioner

And

The Assistant General Manager,

(Personnel & HDR Deptt.)

State Bank of India,

Local Head Office,

Hyderabad. …..Respondent

Appearances:

For the Petitioner : M/s. V.Mallik, K. Shankar Rao, N. Madhusudhan & Galaiah Velugu, Advocates

For the Respondent: Sri Y. Ranjeeth Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/385/2000-IR(B.I) dated 26.06.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office Hyderabad in terminating the services of Sri Y. Rajender Temporary/Non-Messenger, from the services of the Bank by way of oral orders w.e.f. 31.3.1997 is justified? If not, what relief the applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 51/2001 and notices were issued to both the Workman and the management.

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

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

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

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

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that the Workman joined in the service of the management institution as Messenger from 1985 to 1997 and has rendered unblemished service spreading over a period of about 12 years. The Respondent has terminated services of Workman by oral orders with effect from 1.4.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait-listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid up to December 1991. Clause 10 of the settlement specifically provided that henceforth. "There will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, i.e.. Settlement No.1, the selected panel was to be valid up to December 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there was total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there are minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P .. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid up to December 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive up to 31.3.1997 under which the panel was valid up to December, 1999. The other agreement dated 16.7.1988 under which the panel was valid up to 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive up to 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the

employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact, there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted in spite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees wherein they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the

Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to all similarly situated candidates like the Workman in the month of June 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contention that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owning to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was

a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended up to 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive up to March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at, and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound, and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise up to 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were affected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All-India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full-time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favor of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door

entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex. W1 to W10. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under: -

Ex. W1 is the Service Certificate. Further Ex. W2 is the Notification. Ex. W3 is the call letter for Interview. Ex. W4 is the panel list. Ex. W5 to Ex. W8 are the service certificates. Ex. W8A payment voucher for the month of April 1997. Ex. W9 is the circular. Ex.W10 is the circular dated 14.07.1999.

21. On the other hand, Respondent has examined witness MW1 Sri Aluru Rama Rao and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

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

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

I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?

II. Whether the action of State Bank of India, Parishram Bhavan branch in terminating the services of Workman Sri Y. Rajender a Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

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

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

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

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

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

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

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

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

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

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

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

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

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

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

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

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

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

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

27. **Point No.II**:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman

has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

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

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

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

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

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

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

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

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

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

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

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

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "*the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In M.P. Electricity Board v. Hariram (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously ..*"

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

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: *"Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment.*

In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, 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"

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

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

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

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service in view of the contents of Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I did not undergo the regular process of selection before my engagement as temporary messenger in the branch.."

"It is true that I did not work for 240 days in any year in my entire service in the bank in any branch."

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III**:-In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997.

Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors , AIR 1997 SC 3091, therein the Hon'ble Apex Court** have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as Non-Messenger, in response to the advertisement issued by the bank and the union in the year 1989…. Further, witness states, *The panel was prepared basing upon the number of days of service put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given*

regular appointment in the bank in order of their seniority in the panel…. Further witness states, *It is true that I am not having any documents to show that any of my juniors are continuing in the service of the bank."*

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"*(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in Article 14 of the Constitution;*

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under Section 2(ra) read with Item 10 of the Vth Schedule of the ID Act, the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work,

as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007,** Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in Articles 14 and 16 of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71,** therein Hon'ble Supreme Court have held: -

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is `fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona

fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997,** therein Hon'ble High Court have held,

"*Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastry award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."*

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118,** therein Hon'ble Supreme Court have held: -

"49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh, and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non- messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come, he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents, Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover, the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such, but their services were not utilized after the cutoff date as the

available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. **Point No. IV**: - In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

ORDER

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri Y. Rajender Temporary/ Non-. Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Rajender	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of Service Certificate

Ex.W2: Photocopy of Notification.

Ex.W3: Photocopy of call letter for Interview.

Ex.W4: Photocopy of the panel list.

Ex.W5: Photocopy of the Service Certificate

Ex.W6: Photocopy of the Service Certificate

Ex.W7: Photocopy of the Service Certificate

Ex. W8: Photocopy of the Service Certificate

Ex.W8A: Photocopy of the Voucher period for the month of April 1997.

Ex.W9: Photocopy of the circular.

Ex.W10: Photocopy of the circular dated 14.07.1999.

Documents marked for the Respondent

Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87

Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88

Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

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

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