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

भारत का राजपत्र
The Gazette of India

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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, 24 मार्च, 2026

का.आ. 454.—बीमांकक अधिनियम, 2006 (2006 का 35) की धारा 12 की उपधारा (2) के खंड (ख)(i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री प्रशांत कुमार गोयल, भूतपूर्व संयुक्त सचिव, वित्तीय सेवाएं विभाग के स्थान पर श्री आशीष माधवराव मोरे, संयुक्त सचिव, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, वित्त मंत्रालय का प्रतिनिधित्व करने के लिए भारतीय बीमाकंक संस्थान परिषद के सदस्य के रूप में नामित करती है।

[फा. सं. ए-11013/03/2024-बीमा-I]

अब्दुल गुफरान, अवर सचिव

MINISTRY OF FINANCE

((Department of Financial Services)

New Delhi, the 24th March, 2026

S.O. 454.—In exercise of the powers conferred by clause (b)(i) of sub-section (2) of section 12 of the Actuaries Act, 2006 (35 of 2006), the Central Government, hereby nominates Shri Ashish Madhaorao More, Joint Secretary, Department of Financial Services as a member of the Council of the Institute of Actuaries of India to represent the Ministry of Finance, with immediate effect and until further orders *vice* Shri Parshant Kumar Goyal, erstwhile, Joint Secretary, Department of Financial Services.

[F. No. A-11013/03/2024-Ins. I]

ABDUL GUFRAN, Under Secy.

शिक्षा मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 17 फरवरी, 2026

का.आ. 455.—लोक परिसर (अनाधिकृत कब्जाधारियों को बेदखल करना) अधिनियम, 1971 (1971 का 40) की धारा 3 दवारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार एतद्वारा नीचे दी गई तालिका के कॉलम (1) में उल्लिखित अधिकारी, जो भारत सरकार के राजपत्रित अधिकारी की रैंक के बराबर के अधिकारी है, को उक्त अधिनियम के प्रयोजनार्थ संपदा अधिकारी नियुक्त करती है, जो उक्त तालिका के कॉलम (2) में विनिर्दिष्ट लोक परिसरों के संबंध में अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा अथवा उसके तहत संपदा अधिकारियों पर सौंपे गए कार्यो का निष्पादन करेंगे और प्रदत्त शक्तियों का प्रयोग करेंगे:

सारणी	
अधिकारी का पदनाम	**सार्वजनिक परिसरों की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमाएं**
(1)	(2)
रजिस्ट्रार, विश्वेश्वरैया राष्ट्रीय प्रौद्योगिकी संस्थान, नागपुर।	विश्वेश्वरैया राष्ट्रीय प्रौद्योगिकी संस्थान, नागपुर के प्रशासनिक नियंत्रण के तहत और उससे संबंधित सभी परिसर।

[फा. सं. 11-4/2026-टीएस-III]

विकास त्रिपाठी, अवर सचिव

MINISTRY OF EDUCATION

(Department of Higher Education)

New Delhi, the 17th February, 2026

S.O. 455.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column **(1)** of the Table below being an officer equivalent to the rank of gazetted officer of the Government of India to be the Estate Officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column **(2)** of the said Table:-

Table	
Designation of Officer	Categories of public premises and local limits of jurisdiction
(1)	**(2)**
Registrar, Visvesvaraya National Institute of Technology, Nagpur.	All the premises belonging to and under the administrative control of the Visvesvaraya National Institute of Technology, Nagpur.

[F. No. 11-4/2026-TS.III]

VIKAS TRIPATHI, Under Secy.

कौशल विकास और उद्यमशीलता मंत्रालय

(प्रशिक्षण महानिदेशालय)

नई दिल्ली, 11 मार्च, 2026

का.आ. 456.—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथासंशोधित 1987, 2007 और 2011) के नियम 10 के उप-नियम (4) के अनुसरण में प्रशिक्षण महानिदेशालय, कौशल विकास और उद्यमशीलता मंत्रालय के नियंत्रणाधीन राष्ट्रीय कौशल प्रशिक्षण संस्थान, लुधियाना, जिसके 80% से अधिक कार्मिकों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. डीजीटी-ई-11012/1/2017-हिंदी]

सुनील कुमार गुप्ता, उप महानिदेशक

MINISTRY OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP

(Directorate General of Training)

New Delhi, the 11th March, 2026

S.O. 456.—In Pursuance of sub- rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rule 1976 (as amended 1987, 2007 and 2011), the Central Government hereby notifies the National Skill Training Institute, Ludhiana under control of Directorate General of Training, Ministry of Skill Development and Entrepreneurship whose more than 80% staff have acquired working knowledge of Hindi.

[F. No. DGT-E-11012/1/2017-HINDI]

SUNIL KUMAR GUPTA, Dy. Director General

उत्तर पूर्वी क्षेत्र विकास मंत्रालय

नई दिल्ली, 9 मार्च, 2026

का.आ. 457.—राष्ट्रपति, केंद्रीय सिविल सेवा (वर्गीकरण, नियंत्रण एवं अपील) नियम, 1965 के नियम 8 के प्रावधान के परंतुक के अनुसरण में और कार्मिक विभाग के दिनांक 18.1.1973 के आदेश संख्या 7/8/72-स्था.(ए) का अधिक्रमण करते हुए, एतद्वारा आदेश देते हैं कि उत्तर पूर्वी परिषद (एनईसी) में केंद्रीय सिविल सेवा, समूह 'क' और केंद्रीय सिविल पद, समूह 'क' में 7वें केंद्रीय वेतन आयोग मैट्रिक्स के वेतन स्तर-11 वाली सभी नियुक्तियां उत्तर पूर्वी परिषद के सचिव द्वारा की जाएंगी।

[फा. सं. ए-12011/1/2026 अवर सचिव (पीएस) कार्यालय]

पर्णा साहाना, अवर सचिव

MINISTRY OF DEVELOPMENT OF NORTH EASTERN REGION

New Delhi, the 9th March, 2026

S.O. 457.—In pursuance of the proviso to the Rule 8 of Central Civil Services (Classification, Control and Appeal) Rules, 1965 and in supersession of Department of Personnel's Order No. 7/8/72-Ests(A) dated 18.1.1973, the President hereby orders that all the appointments to Central Civil Services, Group 'A' and Central Civil Posts, Group 'A' carrying scale of Pay Level-11 of 7th CPC Matrix, in North Eastern Council (NEC) shall be made by Secretary of the North Eastern Council.

[F. No. A-12011/1/2026 O/o UNDER SECRETARY(PS)]

PARNA SAHANA, Under. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 मार्च, 2026

का.आ. 458.—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 बंगलोर के पंचाट (33/2025) प्रकाशित करती है।

[सं. एल – 39025/01/2026 - आई आर (बी-II)-27]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th March, 2026

S.O. 458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 33/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore* as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen.

[No. L-39025/01/2026- IR (B-II)-27]

SALONI, Dy. Director

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 6th FEBRUARY 2025

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

Presiding Officer

C R No. 33/2025

I Party	**II Party**
The General Secretary, Canara Bank Staff Federation, No. 243, RS Anugraha, 6th Cross, 8th Main, Smapangirama Nagara, BENGALURU – 560 027.	The General Manager, Canara Bank, Head Office, J C Road, BANGALORE – 560 002.

Appearances

I Party : **General Secretary**

II Party : **Shri P Udayashnakar Rai**

Advocate

1. The Office of the Deputy Chief Labour Commissioner (C), Government of India, Ministry of Labour, Bengaluru vide Order No. 95(FOC/36)2025-B4 dated 13.03.2025 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as "The Act") (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

"Whether the action of the management of Canara Bank, Bangalore in not regularizing the services of Smt. Geetha B N, Temporary worker with effect from 14.01.2024 is proper, legal and justified? If not, what relief the workman is entitled to?"

2. In obedience to the notice issued from this Tribunal the I Party appeared in person and the II Party appearance through counsel. During the pendency of the proceeding, the General Secretary of the I Party appeared and filed Memo on 06.02.2026 stating that the concerned workman Smt. Geetha has now submitted letter dated 27.10.2025 to the I Party Union stating that she is not attending duty due to her bad health and requested the union to communicate the same to this Tribunal that she is not interested in pursuing the instant matter. The Union thereon requested this Tribunal in the Memo aforesaid to dispose of the instant dispute in the aforesaid scenario.

3. Perused the records. The memo filed by the I Party Union dated 06.02.2026 bears the signature of the General Secretary of the 1st Party Union which espoused the cause of the I Party and accompanied with the letter of the I Party to the Union to withdraw the case. Therefore, in view of the above, the Memo is recorded and prayer of the I Party is allowed. The reference is thus dismissed.

AWARD

Reference is dismissed. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 06.02.2026)

K. P. INDIRA, Presiding Officer

नई दिल्ली, 23 मार्च, 2026

का.आ. 459.—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 10/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-6]

सलोनी, उप निदेशक

New Delhi, the 23rd March, 2026

S.O. 459.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 10/2017)** 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 23.03.2026.

[No. Z-16025/03/2026-IR(M)-6]

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. 10/2017

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, 24 मार्च, 2026

का.आ. 460.—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 (135/2025) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-68]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 135/2025*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-68]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th February, 2026

INDUSTRIAL DISPUTE No. 135/2025

Between:

Sri Mondi Naresh

H. No. 3-157, SC Colony,

Parvathadevarapalli

Sri Satya Sai District

Andhra Pradesh-515641 .....Petitioner

AND

The Proprietor, M/s Rajendra Management Group

WZ, 206, St No. 15, Sadha Nagar, Palem Colony

New Delhi-110045

The General Manager

State Bank of India(SBI), Silk Branch, Dharmavaram

Sri Satya sai District

Andhra Pradesh-515671

… Respondents

Appearances:

For the Petitioner : M/s M Venkatesh, Advocate

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No.7/128/2024-B1 dated 07-01-2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Rajendra Management Group and their workmen. The reference is,

SCHEDULE

"Whether the action of the management of M/s Rajendra Management Group, contractor of State Bank of India (SBI) in dismissing the service of Sri Mondi Naresh is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 135/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity, the petitioner did not file any claim statement or documents. Hence, in the absence of a claim statement, a 'No-Claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, Lower Division Clerk , corrected by me on this the 5th February, 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

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

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 मार्च, 2026

का.आ. 461.—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 (212/2001) प्रकाशित करती है।

[सं. एल-12012/84/2001-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 212/2001) 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-12012/84/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 12th day of March, 2026

INDUSTRIAL DISPUTE No. 212/2001

Between:

Sri G. Anjaiah,

S/o Pochaiah,

6-244, Vani Nagar,

Chintal, HMT Raod,

Hyderabad.

… Petitioner

And

The Assistant General Manager,

(Personnel & HRD Deptt.)

State Bank of India,

Local Head Office, Bank Street, Koti

Hyderabad. …..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-12012/84/2001-IR(B.I) dated 07.09.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office Hyderabad in terminating the services of Sri G. Anjaiah, Temporary-/Non-Messenger SBI w.e.f. 31.3.1997 is justified or not? If not, what relief the applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 212/2001 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 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 on 1986 to 1997, and has rendered unblemished service spreading over a period of about 11 years and by dint of hard work till his services were terminated 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, 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 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 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 Notification. Further Ex.W2 is the Service Certificate dated 15.07.1992 Ex.W3 is the Service Certificate 15.11.1997. Ex.W4 is the circular letter. Ex.W5 is the circular letter 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, Local Head office Hyderabad branch in terminating the services of Workman Sri G. Anjaiah a Non- Messenger with effect from 31.3.1997 is justified?

III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?

IV. To what relief if any the Workman is entitled for?

Findings:-

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 provision contained Under 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,

"My name was not sponsored by any employment exchange. I did not under go the selection process required for appointment for a non-messenger."

"I did not work for 240 days in any year in the bank in my 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 to the bank in response to an advertisement issued by the bank as per the settlements between the union and the Management…. The panel was prepared basing on the no. of days service put in by the temp. employees….. Some of the persons whose names were included in the panel were given appointment on regular basis in the bank…..I am not having any documents to show that any of my juniors are continuing in the service."

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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri G. Anjaiah, Ex. 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 12th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Anjaiah	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of Notification

Ex.W2: Photocopy of Service Certificate dated 15.07.1992

Ex.W3:	Photocopy of Service Certificate dated 15.11.1992
Ex.W4:	Photocopy of Circular letter
Ex.W5:	Photocopy of Circular letter 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

नई दिल्ली, 24 मार्च, 2026

का.आ. 462.—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 (209/2001) प्रकाशित करती है।

[सं. एल-12012/71/2001-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 209/2001*)* 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-12012/71/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 12th day of March, 2026

INDUSTRIAL DISPUTE No. 209/2001

Between:

Sri Arolla Agaiah,

S/o Ramaiah,

Mandal Cherial-506223,

Warangal Distt.

… Petitioner

And

The Assistant General Manager,

(Personnel & HRD Deptt.)

State Bank of India,

Local Head Office, Bank Street, Koti,

Hyderabad. …..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-12012/71/2001-IR(B.I) dated 07.09.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office, Hyderabad, in terminating the services of Sri Arolla Agaiah, Ex-Temp. Messenger SBI A.D.B Cherial Branch, Warangal Dist.(A.P) w.e.f. 31.3.1997 is justified or not? If not, what relief applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 209/2001 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 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 Tribunal;

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

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 on 1983 to 1997, and has rendered unblemished service spreading over a period of about 6 years and by dint of hard work till his services were terminated 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, 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 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 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 Service Certificate dated 22.08.1988. Further Ex.W2 is the Notification. Ex.W3 is the Absorption letter. Ex.W4 is the Service Certificate dated 20.05.1996. Ex.W5 is the letter to employment exchange. Ex.W6 is the circular issued by the Respondent.

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, Local Head office Hyderabad branch in terminating the services of Workman Sri Arolla Agaiah 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 provision contained Under 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 have not been sponsored by any employment exchange. I did not undergo the regular process of selection before my engagement as temporary Non-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 issue by the bank and the union in the year 1989....., I was called for interview ……. 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. …..

It is true that I am not having any documents to show that any of my juniors are continuing in the service 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri Arolla Agaiah, Ex. 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 12th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Arolla Agaiah	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service Certificate dated 22.08.1988
Ex.W2:	Photocopy of Notification
Ex.W3:	Photocopy of Appointment letter
Ex.W4:	Photocopy of Service Certificate dated 20.05.1996

Ex.W5: Photocopy of letter to employment exchange

Ex.W6: Photocopy of circular issued by Respondent bank

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, 24 मार्च, 2026

का.आ. 463.—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 (53/2001) प्रकाशित करती है।

[सं. एल-12012/389/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 463.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 53/2001) 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-12012/389/2000- 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 26th day of February, 2026

INDUSTRIAL DISPUTE No. 53/2001

Between:

Sri K. Surender,

S/o. K. Balaraju,

H.No.8-3-430/77, Dr. Ambedkar nagar,

Reddyguda, Ameerpet,

Hyderabad – 500 073

… Petitioner

And

The Assistant General Manager,

(Personnel & HRD Department)

State Bank of India,

Local Head office,

Bank Street,

Koti, Hyderabad- 095

…..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-12012/389/2000-IR(B.I) dated 26.6.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office Hyderabad, in terminating the services of Sri K. Surender Temporary/ Non-Messenger, SBI w.e.f. 31.3.1997 is justified? If not, what relief applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 53/2001 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 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 1989 to 1997 and has rendered unblemished service spreading over a period of about 8 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, 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 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 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 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 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 W10. 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 letter of empanelment. Ex.W4 to Ex.W8 are the service certificates. Ex.W9 is letter to employment exchange issued by Respondent in 1999. Ex.W10 is the audit report dt.14.7.1999.

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, Local Head Office Hyderabad in terminating the services of Workman Sri K. Surender, 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 appointment as a temporary attender.."

"It is true that I did not work for 240 days in any year in my entire service in the bank."

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 entered between the bank and the union…. Further, witness states, *The panel was prepared basing on the number of days of service put in by the temporary employees. Some of them whose names were included in the panel were given regular employment in the bank in order of their seniority in the panel….* Further witness states, *I am not having any document to show that any person who had worked for less no. of days than me was given regular 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 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri K. Surender 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 26th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Surender	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of notification

Ex.W2: Photocopy of interview call letter

Ex.W3: Photocopy of letter of empanelment

Ex.W4 to

Ex.W8: Photocopies of service certificates

Ex.W9: Photocopy of letter to employment exchange issued by Respondent in 1999 Ex.W10: Photocopy of the audit report dt.14.7.1999.

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

नई दिल्ली, 24 मार्च, 2026

का.आ. 464.—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 (54/2001) प्रकाशित करती है।

[सं. एल-12012/414/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.54/2001) 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-12012/414/2000- 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 26th day of February, 2026

INDUSTRIAL DISPUTE No. 54/2001

Between:

Smt. S. Padma,

W/o Late Satya Raju.,

H.No. 8/56, Prakashnagar,
Yerrammukkapalli,
Cuddapah-516 001.

… Petitioner

And

The Dy. General Manager,

State Bank of India,

Zonal office, Rernigunta 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-12012/414/2000-IR(B.I) dated 14.6.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Cuddapah main branch in terminating the services of Smt. S. Padma, Messenger, is justified? If not, what relief the workman is entitled?"

After receipt of the reference, it was numbered as ID No. 54/2001 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 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 1989 to 1997 and has rendered unblemished service spreading over a period of about 9 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, ie. 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 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 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 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 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 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 herself as WW1 and also filed documents in evidence which has been exhibited as Ex. W1 to W6. Further, the Workman has filed photocopies of documents in support of her claim which are discussed as under: -

Ex.W1 School Certificate of the Petitioner. Further Ex.W2 is the Caste Certificate. Ex.W3 is the Certificate dated 12.08.1989 issued by the Respondent. Ex.W4 is the service certificate issued by the Respondent. Ex. W5 is the letter dated 07.08.1992. Ex. W6 is the service certificate dated 23.08.1997.

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, Local Head Office Hyderabad in terminating the services of Workman Smt. S. Padma 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 her 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 her oral as well as documentary evidence in support of her 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 her initial burden of proof in respect of her claim of 240 days continuous service in a calendar year just preceding from the date of her termination i.e., 31.3.1997.

In this context, WW1 in her 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 non-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 she 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 her 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 she 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 her claim that she 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 she 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 she 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 she had worked as a daily wager for which she 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 in the year 1992…. 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 the order of their seniority in the panel….* Further witness states, *I am not having any documents to show that any person 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 herself 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 she 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 uncontroverted, 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Smt S. Padma 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 26th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Smt S. Padma	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1: Photocopy of School certificate of the Petitioner

Ex.W2: Photocopy of Caste certificate

Ex.W3: Photocopy of Certificate dated 12.08.1989 issued by the Respondent

Ex.W4: Photocopy of Single Certificate issued by the Respondent

Ex.W5: Photocopy of letter dated 07.08.1992 calling the Petitioner for interview

Ex.W6: Photocopy of single certificate dated 23.08.1997 issued by the Respondent

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, 24 मार्च, 2026

का.आ. 465.—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 (55/2001) प्रकाशित करती है।

[सं. एल-12012/422/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/2001*)* 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-12012/422/2000- 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 26th day of February, 2026

INDUSTRIAL DISPUTE No. 55/2001

Between:

Sri V.M. Venkata Ratnam,
S/o. Subbaiah,
R/o.16/257,
Sunnapurallamitta, Maraipet,
Cuddapah.

… Petitioner

And

The Dy General Manager,

State Bank of India,

Zonal Office, Renigunta Road,

Tirupathi-517 501. …..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-12012/422/2000-IR(B.I) dated 14.6.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Cuddapah Main branch in terminating the services of Sri V.M. Venkata Ratnam Messenger, is justified? If not, what relief the workman is entitled?"

After receipt of the reference, it was numbered as ID No. 55/2001 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 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 1989 to 1997 and has rendered unblemished service spreading over a period of about 8 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, 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 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 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 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 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 W7. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under: -

Ex.W1 is the Caste certificate, memo of marks and transfer certificate of the Petitioner are Ex.W2 and Ex.W3. Ex.W3 is the list of the panel workers. Ex.W4 and Ex.W5 are the service certificates, Ex.W6 is the panel list. Ex.W7 is the service certificate.

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, Zonal office Tirupati in terminating the services of Workman Sri V.M. Venkata Ratnam 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 authorized 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 during 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 provision contained under 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 any selection process before my appointment as a messenger in the bank.."

"I did not work for 240 days in any year in my entire service in the bank."

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 settlements between the union and the bank….. Further, witness states, *I donot know that the panel was prepared by the bank as per number of days of service put in by the temporary messengers. It is true that some of the temporary employees who were included in the panel were given regular appointment in the bank as per the settlements.* Further witness states, *I am not having any documents to show that any of my juniors are continuing in service."*

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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri V.M. Venkata Ratnam 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 26th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri V.M. Venkata Ratnam	MW1: Sri K.Bala Kotaiah

Documents marked for the Petitioner

Ex.W1: Photocopy of Caste certificate

Ex.W2: Photocopy of memo of marks

Ex.W3: Photocopy of transfer certificate

Ex.W4 to Ex.W5:Photocopies of service certificates

Ex.W6: Photocopy of is the panel list

Ex.W7: Photocopy of service certificate

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, 24 मार्च, 2026

का.आ. 466.—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 (128/2001) प्रकाशित करती है।

[सं. एल-12012/353/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 128/2001) 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-12012/353/2000- 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 26th day of February, 2026

INDUSTRIAL DISPUTE No. 128/2001

Between:

Sri P. Shankaraiah,
S/o P. Rajaiah,
R/o H.No. 2-3-46/4/1,
Sanjeevaiah Nagar,
Siddipet,
Medak Distt.

… Petitioner

And

The Assistant General Manager,

(Personnel & HRD Deptt.)

State Bank of India,

Local Head Office,

Bank street Koti,

Hyderabad-500095.

…..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-12012/353/2000-IR(B.I) dated 27.04.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office, Hyderabad in terminating the services of Sri P. Shankaraiah, Temporary/Non-Messenger, SBI 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. 128/2001 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 he joined the service of the Respondent Bank at the workman joined in the services of the Management Institution as Non-Messenger on 1987 to 1992 and rendered unblemished service spreading over a period of about 5 years, and by dint of hard work till his services were terminated 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 W12. 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 Service Certificate dated 04.09.1989. Ex.W3 is the Interview call letter. Ex.W4 is the panel list. Ex.W5 is the Service Certificate dated 16.09.1991. Ex. W6 is the Service Certificate dated 18.10.1991. Ex.W7 is the Service Certificate dated 15.11.1991. Ex. W8 is the Service Certificate. Ex. W9 is the Service Certificate dated 31.12.1991. Ex. W10 is the Service Certificate dated 01.02.1992. Ex. W11 is the Service Certificate dated 1.03.1992. Ex. W12 is the Service Certificate.

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, Local Head office, Hyderabad branch in terminating the services of Workman Sri P. Shankaraiah, 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 Provision contained under 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 selection process before my appointment as a temporary messenger."

"It is true that I did not work for 240 days in any year in my entire service in the bank."

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 notification issued by the bank as per the settlements entered into by the union and the bank..... Further, witness states, *The panel was prepared basing on the number of days of service put in by the temporary employees. The bank had filled up the vacancies of messenger with the temporary employees in the panel basing on their seniority.....* Further witness states, *I am not having any document to show that any person who had worked for less no. of days than me was given appointment on regular basis.."*

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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri P. Shankaraiah, 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 26th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Shankaraiah	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of Notification

Ex.W2: Photocopy of Service Certificate dated 04.09.1989

Ex.W3: Photocopy of interview call letter

Ex.W4: Photocopy of Panel list

Ex.W5: Photocopy of Service Certificate dated 15.11.1991

Ex.W6: Photocopy of Service Certificate dated 18.10.1991

Ex.W7: Photocopy of Service Certificate dated 1.8.1995

Ex.W8: Photocopy of Service Certificate

Ex.W9: Photocopy of Service Certificate dated 31.12.1991

Ex.W10:Photocopy of Service Certificate dated 01.02.1995

Ex.W11:Photocopy of Service Certificate dated 1.03.1992

Ex. W12: Photocopy of Service Certificate

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, 24 मार्च, 2026

का.आ. 467.—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 (242/2001) प्रकाशित करती है।

[सं. एल-12012/164/2001-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 467.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 242/2001*)* 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-12012/164/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of March, 2026

INDUSTRIAL DISPUTE No. 242/2001

Between:

Sri A. Gopal Yadav,

S/o A. Krishna,

R/o 3-2-353,

Cheppal Bazar,

Kachiguda,

Hyderabad.

… Petitioner

And

The Assistant General Manager,

(Personnel & HDR Deptt.)

State Bank of India,

Local Head Office

Hyderabad. …..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-12012/164/2001-IR(B.I) dated 03.10.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office Hyderabad, in terminating the services of Sri A. Gopal Yadav Temporary/Non-Messenger, SBI w.e.f. 31.3.1997 is justified? If not, what relief applicant is entitled for?"

After receipt of the reference, it was numbered as ID No. 242/2001 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 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 Respondent Bank the workman joined in the services of the Management Institution as Non Messenger on 1988 to 1997 and rendered unblemished service spreading over a period of about 9 years, and by dint of hard work till his services were terminated 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, 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 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 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 Service Certificate dated 16.07.1992. Further Ex.W2 is the Notification. Ex.W3 is the Panel list.

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, Local Head office Hyderabad branch in terminating the services of Workman Sri A. Gopal Yadav 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 provision contained under 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, 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 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 messenger in response to the advertisement issued by the bank and the union in the year 1992,…… 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 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri A. Gopal Yadav 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 5th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A. Gopal Yadav	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Notification
Ex.W2:	Photocopy of Notification
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, 24 मार्च, 2026

का.आ. 468.—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 (97/2001) प्रकाशित करती है।

[सं. एल-12012/451/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 468.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 97/2001) 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-12012/451/2000- 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 9th day of March, 2026

INDUSTRIAL DISPUTE No. 97/2001

Between:

Sri. G. Yadaiah,

S/o Narasaiah,

H.No. 357, Indiranagar colony,

Medchal,

Ranga Reddy Distt.-500 001 … Petitioner

And

The Assistant General Manager,

(Personnel & HRD Deptt.)

State Bank of India,

Local Head Office,Bank

Hyderabad. …..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-12012/451/2000-IR(B.I) dated 20.07.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office Hyderabad, in terminating the services of Sri G. Yadaiah Temporary/ Non-Messenger, SBI 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. 97/2001 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 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 Respondent Bank the workman joined in the Respondent Bank at Balanagar branch, Hyderabad as a Messenger on 28.10.1991 and worked upto 13.01.1992 for 78 days. He submits that his last drawn salary was Rs. 1600/- approximately. 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, 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 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 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 W8. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Study certificate. Further Ex.W2 is the Employment Card. Ex.W3 is the Caste certificate. Ex. W4 is the Service Certificate dated 31.01.1992. Ex. W5 is the Notice. Ex. W6 is the Notice. Ex. W7 is the Minutes of meeting. Ex. W8 is the Failure report.

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, Local Head office Hyderabad branch in terminating the services of Workman Sri. G. Yadaiah 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 provisions contained under 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,

" At the time of my appointment on temporary basis, I was not sponsored by any employment exchange. I did not undergo regular process of selection before my engagement as temporary Messenger.."

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 did not apply in response to the notification issued by the bank in terms of the settlements entered between the union and the bank….

I do not know that the bank had filled up all the vacancies of messengers with the temporary employees whose names were included in the panel in the order of their seniority depending upon the no. of days of service put in by them in the bank…..

I am not having any documents to show that any person who had worked less no. 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri. G. Yadaiah 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 9th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Yadaiah	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Study certificate
Ex.W2:	Photocopy of Employment card
Ex.W3:	Photocopy of Caste Certificate
Ex.W4:	Photocopy of Service Certificate dated 31.01.1992
Ex.W5:	Photocopy of Notice
Ex.W6:	Photocopy of Notice
Ex.W7:	Photocopy of Mintues of meeting
Ex.W8:	Photocopy of Failure report

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, 24 मार्च, 2026

का.आ. 469.—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 (81/2001) प्रकाशित करती है।

[सं. एल-12012/525/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 81/2001*)* 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-12012/525/2000- 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 11th day of March, 2026

INDUSTRIAL DISPUTE No. 81/2001

Between:

Sri B. Yadagiri,

S/o Rajaiah,

C/o S. Odaiah,

(V&P) Rimmanaguda,

(M) Gajwel,

Medak Distt.-312. … Petitioner

And

The Asst. General Manager,

(Personnel & HRD Deptt.),

Local Head Office,

Bank SP street, Koti

Hyderabad-500095.

…..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-12012/525/2000-IR(B.I) dated 14.6.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri B. Yadagiri, Temporary/Non-Messenger, SBI 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. 81/2001 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 1989 to 1996, and has rendered unblemished service spreading over a period of about 7 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 W6. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Caste Certificate. Further Ex.W2 is the Transfer Certificate. Ex.W3 is the Service Certificate. Ex.W4 is the Service Particulars. Ex.W5 is the Call letter for interview. Ex.W6 is the service certificate.

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, Local Head Office Hyderabad in terminating the services of Workman Sri B. Yadagiri, 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 provision contained under 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 work for 240 days in any of the years I worked in the bank."

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 also did not apply pursuing to any notification for engagement as a temporary messenger.... Further, witness states, *It is not true to say that panels are prepared basing the upon the no. of days of service and the vacancies were filled up with the candidates from the panels in order of their seniority....* Further witness states, *I am not having any document to show that the persons who had less no. of days of service all juniors to me in the panel were given appointment in the panel.."*

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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri B. Yadagiri, 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 11th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri B. Yadagiri	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of Caste Certificate

Ex.W2: Photocopy of Transfer Certificate

Ex.W3: Photocopy of Service Certificate

Ex.W4: Photocopy of Service particulars

Ex.W5: Photocopy of Call letter for interview

Ex.W6: Photocopy of service certificate

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, 24 मार्च, 2026

का.आ. 470.—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 (78/2001) प्रकाशित करती है।

[सं. एल-12012/522/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 78/2001*)* 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-12012/522/2000- 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 11th day of March, 2026

INDUSTRIAL DISPUTE No. 78/2001

Between:

Sri A.N. Sai Kumar,

S/o A.P. Narasimha,

H.No. 28-122,

Neredmet(P),

Ramakrishnapuram,

Secunderabad.

… Petitioner

And

The Asstt. General Manager,

(Personnel & HRD Deptt),

Local Head Office,

State Bank of India,

Koti,

Hyderabad- 500095.

…..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-12012/522/2000-IR(B.I) dated 14.06.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri A.N. Sai Kumar, Temporary/Non-Messenger, SBI with effect from 31.3.1997 is justified? If not, what relief the applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 78/2001 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 ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

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

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

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 on 1989 to 1997, and has rendered unblemished service spreading over a period of about 8 years and by dint of hard work till his services were terminated 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, 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 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 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 W8. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Caste Certificate. Further Ex.W2 is the Service Certificate dated 19.09.1991. Ex.W3 is the Absorption letter. Ex.W4 is the Service Certificate 20.9.1993. Ex.W5 is the Service Certificate dated 6.03.1996. Ex.W6 is the Service Certificate dated 6.3.1996 Ex.W7 is the Three Salary Cheques Ex.W8 is the Service Certificate dated 2.07.1997.

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, in terminating the services of Workman Sri A.N. Sai Kumar 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,

" It is true that my name was not sponsored by any employment exchange. I did not undergo the regular process of selection before my appointment as temporary Messenger."

"It is true that 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 an advertisement issued by the bank in terms of settlements entered into by the union with the management……I do not know that the panel was prepared depending upon the no.of days of service put in by the temporary employees…..Some of the persons whose names were included in the panel were given appointment on regular basis in order of their seniority in the panel ……. I am not having any papers 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri A.N. Sai Kumar, 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 11th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A.N Sai Kumar	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Transfer Certificate
Ex.W2:	Photocopy of call letter for interview.
Ex.W3:	Photocopy of Service Certificate
Ex.W4:	Photocopy of Service certificate
Ex.W5:	Photocopy of Service Certificate dated 6.03.1996
Ex.W6:	Photocopy of Service Certificate dated 6.3.1996
Ex.W7:	Photocopy of Three Salary Cheques
Ex.W8:	Photocopy of Service Certificate dated 2.07.1997

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, 24 मार्च, 2026

का.आ. 471.—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 (46/2001) प्रकाशित करती है।

[सं. एल-12012/449/2000-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.46/2001*)* 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-12012/449/2000- 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 25th day of February, 2026

INDUSTRIAL DISPUTE No. 46/2001

Between:

Sri T. Venkataratnam,
C/o S. Suvarnaraju,
D.No. 7-1-307/38,
Sanathanager,
Hyderabad-18

Petitioner

And

The Assistant General Manager,
(Personnel & HRD Department)
State Bank of India,
Local Head office,
Bank Street,
Koti, Hyderabad- 095 ….. 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-12012/449/2000-IR(B.I) dated 7.6.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office Hyderabad, in terminating the services of Sri T. Venkata Ratnam Temporary/ Non-Messenger, SBI 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. 46/2001 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 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 19.5.1986 to March, 1997 and has rendered unblemished service spreading over a period of about 11 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, 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 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 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 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 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 W22. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under: -

Ex. W1 is the Employment card. Further Ex. W2 is the transfer certificate. Ex. W3 is the caste and Study certificate. Ex. W4 is the Study certificate Ex. W5 is the service certificate. Ex. W6 is the paper publication. Ex. W7 is the application of Petitioner. Ex.W8 and Ex.W9 are the service certificates. Ex.W10 is the panel of workers. Ex. W10 to Ex.W14 are the service certificates. Ex.W15 is the letter to all branches not to employ Petitioner and other workers. Ex.W16 is the letter to employment exchange. Ex.W17 is reply to national commission for SC. Ex.W18 is the letetr of Respondent to branch officers. Ex.W19 is the another letter. Ex.W20 is the notice regarding conciliation proceedings. Ex.W21 is failure report. Ex.W22 is letter from Respondent to National Commission for SCs.

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, Local Head Office Hyderabad in terminating the services of Workman Sri T. Venkataratnam, 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, 1949. 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 appointment 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 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 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 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri T. Venkataratnam, 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 25th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri T. Venkataratnam	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of Employment card

Ex.W2: Photocopy of transfer certificate

Ex.W3: Photocopy of caste and Study certificate.

Ex.W4: Photocopy of Study certificate

Ex.W5: Photocopy of service certificate

Ex.W6: Photocopy of paper publication

Ex.W7: Photocopy of application of Petitioner.

Ex.W8 & Ex.W9:Photocopies of service certificates.

Ex.W10:Photocopy of panel of workers

Ex. W11 to Ex.W14: Photocopies of service certificates

Ex.W15: Photocopy of the letter to all branches not to employ Petitioner and other workers.

Ex.W16: Photocopy of the letter to employment exchange

Ex.W17: Photocopy of reply to national commission for SC

Ex.W18: Photocopy of the letter of Respondent to branch officers

Ex.W19: Photocopy of the another letter

Ex.W20: Photocopy of the notice regarding conciliation proceedings

Ex.W21: Photocopy of failure report

Ex.W22: Photocopy of letter from Respondent to National Commission for SCs.

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, 24 मार्च, 2026

का.आ. 472.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **भारतीय स्टेट बैंक** के प्रबंधतत्र, संबद्ध नियोजको और उनके कर्मकारो के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **हैदराबाद** के पंचाट (236/2001) प्रकाशित करती है।

[सं. एल-12012/151/2001आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.236/2001*)* 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-12012/151/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 12th day of March, 2026

INDUSTRIAL DISPUTE No. 236/2001

Between:

Sri M. Lingam

H.No. 5-4-135/40,

Muralidharbagah,

Abids,

Hyderabad.

… Petitioner

And

The Assistant General Manager,

(Personnel & HRD Deptt.)

State Bank of India,

Local Head Office, Bank Street, Koti,

Hyderabad – 500 095. …..Respondent

Appearances:

For the Petitioner : M/s. V. Mallik, K. Shankar Rao, M. 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-12012/151/2001-IR(B.I) dated 03.10.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office Hyderabad, in terminating the services of Sri M. Lingam, Temporary/ Non-Messenger, SBI w.e.f. 31.3.1997 is justified or not? If not, what relief the applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 236/2001 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 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 Tribunal;

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

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 on 1987 to 1997, and has rendered unblemished service spreading over a period of about 10 years and by dint of hard work till his services were terminated 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, 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 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 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 W22. 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 Absorption letter. Ex. W3A is the Appointment letter. Ex.W3B is the panel list. Ex.W4 is the Service Certificate dated 22.04.1991. Ex.W5 is the service certificate dated 11.2.1992. Ex.W6 is the Service certificate dated 4.10.1991 Ex. W7 is the Service certificate dated 15.07.1992. Ex. W8 is the Memorandum. Ex. W9 is the Service Certificate dated 23.3.1993. Ex. W10 is the Service certificate dated 01.07.1993. Ex. W11 is the Service certificate for dated 16.07.1996 Ex. W12 is the Service Certificate dated 29.03.1995. Ex. W13 is the Service Certificate dated 18.02.1995. Ex. W14 is the Service Certificate dated 06.04.1995. Ex. W15 is the Service Certificate dated 03.04.1997. Ex. W17 is the Service Certificate dated 5.5.1997. Ex. W17 is the Service Certificate dated 03.04.1997. Ex. W18 is the Service Particulars. Ex. W19 is the Service Particulars. Ex. 19A is the Service Certificate dated 30.04.1998. Ex. W20 is a bunch of 37 Vouchers. Ex. W21 is the letter to employment exchange by the Respondent. Ex.W22 is the circular issued by the Respondent.

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, Local Head office Hyderabad branch in terminating the services of Workman Sri M. Lingam 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 sponsored by employment exchange. I did not undergo the regular process of selection before my engagement as temporary Non-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 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 Non-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 regular appointment in the bank in order of their seniority in the panel. 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri M. Lingam, Ex. 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 12th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri M. Lingam	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 Absorption letter

Ex.W3A: Photocopy of Appointment letter

Ex.W4: Photocopy of Service Certificate dated 22.04.1991

Ex.W5: Photocopy of service certificate dated 11.2.1992

Ex.W6: Photocopy of Service certificate dated 4.10.1991

Ex. W7: Photocopy of Service certificate dated 15.07.1992

Ex.W8: Photocopy of Service certificate

Ex.W9: Photocopy of Service Certificate dated 23.3.1993

Ex.W10: Photocopy of Service certificate dated 01.07.1993

Ex.W11: Photocopy of Service certificate for dated 16.07.1996

Ex.W12: Photocopy of Service Certificate dated 29.03.1995

Ex.W13: Photocopy of Service Certificate dated 18.02.1995

Ex.W14: Photocopy of Service Certificate dated 06.04.1995

Ex.W15: Photocopy of Service Certificate dated 03.04.1997

Ex.W16: Photocopy of Service Certificate dated 03.04.1997

Ex.W17: Photocopy of Service Certificate dated 5.5.1997

Ex.W18: Photocopy of Service Particulars

Ex. W19:Photocopy of Service Particulars

Ex.W19A:Photocopy of Service Certificate dated 30.04.1998

Ex.W20:Photocopies of bunch of 37 Vouchers

Ex.W21: Photocopy of letter to employment exchange by the Respondent

Ex.W22:Photocopy of circular issued by Respondent

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, 24 मार्च, 2026

का.आ. 473.—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 (203/2001) प्रकाशित करती है।

[सं. एल-12012/39/2001-आईआर(बी-I)]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 473.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 203/2001*)* 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-12012/39/2001- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 11th day of March, 2026

INDUSTRIAL DISPUTE No. 203/2001

Between:

Sri Om Prakash Thakur,
S/o Thakur,
Air Force Academy,
Hyderabad.

… Petitioner

And

The Assistant General Manager,
(Personnel & HRD Deptt.)
State Bank of India,
Local Head Office,Bank Street, Koti,
Hyderabad-500 095 ….. 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-12012/39/2001-IR(B.I) dated 06.09.2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head office, Hyderabad in terminating the services of Sri Om Prakash Thakur, Temporary-/Non-Messenger SBI w.e.f. 31.3.1997 is justified or not? If not, what relief the applicant is entitled?"

After receipt of the reference, it was numbered as ID No. 203/2001 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 ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

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

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

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

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

Thus, in view of the above direction of Hon'ble High Court of Andhra Pradesh in W.A.No.1268 of 2014 and batch cases. This Tribunal has taken up the matter of industrial dispute for hearing and deciding it afresh in view of the aforesaid guidelines laid down by the Hon'ble High Court in Writ Appeal No.1268/2014 vide judgement dated 20.3.019.

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 on 1986 to 1997, and has rendered

unblemished service spreading over a period of about 11 years and by dint of hard work till his services were terminated 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, 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 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 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 W13. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Service Certificate dated 17.08.1988. Further Ex.W2 is the Notification. Ex.W3 is the Call letter for interview. Ex.W4 is the Absorption letter. Ex.W5 is the Service Certificate. Ex. W6 is the Service Certificate. Ex. W7 is the Service Certificate dated 8.04.1992. Ex. W8 is the Memorandum. Ex. W9 is the Memorandum. Ex. W10 is the Memorandum Ex. W11 is the Service Certificate dated 25.5.1997. Ex. W12 is the letter to employment exchange by the Respondent. Ex. W13 is the Circular letter dated 14.7.1999

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, Local Head office Hyderabad branch in terminating the services of Workman Sri Om Prakash Thakur 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 provision contained under 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 did not undergo the regular process of selection before my engagement as temporary Messenger in the branch. ….."

" It is true that I did not put in 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

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,…. The panel was prepared basing upon the no. 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….. 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.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri Om Prakash Thakur 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 11th day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Om Prakash Thakur	MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service Certificate dated 17.08.1988
Ex.W2:	Photocopy of Notification
Ex.W3:	Photocopy of Call letter for interview.
Ex.W4:	Photocopy of Absorption letter
Ex.W5:	Photocopy of Service Certificate
Ex.W6:	Photocopy of Service Certificate
Ex.W7:	Photocopy of Service Certificate dated 8.04.1992
Ex.W8:	Photocopy of Service Certificate
Ex.W9:	Photocopy of Service Certificate
Ex.W10:	Photocopy of Service Certificate
Ex.W11:	Photocopy of Service Certificate dated 25.5.1997
Ex.W12:	Photocopy of letter to employment exchange by the Respondent

Ex.W13: Photocopy of Circular letter dated 14.7.1999

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

नई दिल्ली, 24 मार्च, 2026

का.आ. 474.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पश्चिम रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **मुम्बई 1** के पंचाट (21/2012) प्रकाशित करती है।

[सं. एल-41011/14/2012-आईआर(बी-I)]
सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 474.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 21/2012*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai- 1* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/14/2012- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 21 of 2012

Parties: Employers in relation to the management of

Western Railway

V/s.

Their Workmen

Appearances:

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

For the second party workmen : Absent

Mumbai, dated the 05th day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-41011/14/2012 dated 07/05/2012 passed in exercise of the powers conferred by clause (d) of section (1) read with 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 demand of Union Paschim Railway Karamchari Parishad that the screening list issued on 16.2.2011 for 13 candidate should be multifield, and name of Shri Ravikumar H. Bharti Trade welder be mentioned in General Quota is legal and justified ? If what relief the Union is entitled.?"*

In view of the above said facts the claimant/workman has not filed evidence in support of his case on affidavit, in spite of several opportunities 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 the claimant/workman has not filed evidence in support of his case on affidavit, in spite of several opportunities given to him, 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, Presiding Officer

नई दिल्ली, 24 मार्च, 2026

का.आ. 475.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पूर्व रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कोलकता** के पंचाट (05/2018) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-70]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 475.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.05/2018*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-70]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice (Retd.) Ananda Kumar Mukherjee, Presiding Ofificer/Link Officer.

Application No. CGIT-05 of 2018

Suman Das … Applicant

Versus

1. Chairman, Railway Recruitment Cell, Eastern Railway, Kolkata.

2. Additional General Manager, Eastern Railway, Kolkata.

… Respondents

APPLICATION U/S 2A(2) OF THE INDUSTRIAL DISPUTES ACT.

Representative:

For the Workman : Mr. Somnath Chakraborty, Advocate.

For the Opposite Party/Employer : Mr.AbhijitBhadra, Advocate.

INDUSTRY ; RAIL

STATE : WEST BENGAL

DATE OF AWARD : 10th March, 2026

AWARD

The Petitioner/workman filed an application before this Tribunal under section 2A (2) of the Industrial Disputes Act, 1947 (hereinafter referred to as "I.D.Act") on 21-02-2018.

The fact of the case, in brief is that the petitioner was engaged as a cleaning staff on daily wage basis at the office of the Railway Recruitment Cell, Eastern Railway, Kolkata from 01-05-2012. He was entrusted with the work of cleaning the entire office premises of the railway authority consisting of six rooms and a premises of 700 square meters.

The petitioner was engaged as labour on contract basis at a daily wage far below the minimum wages approved by the Ministry of Labour, Central Govt. for employment of sweeping and cleaning staff. The petitioner/workman was initially paid Rs.84.02 per day. After rendering services for five years the Chief O.S./Recruitment put up a note dated 12-02-2013 for revision of wages of the daily wage labours who were performing cleaning job in the office premises. The proposal for enhancing the wages was at the rate of Rs.217/- per day including a bonus @ Rs.36.15 per day but the employer authority enhanced the daily wages to Rsd.150/- per day.

The Petitioner served at the office of the Railway Recruitment Cell, Eastern Railway without any break. It has further stated that there was no provision for any leave and they had to work even on holidays and Sundays. The employer authority did not pay the minimum wages and the petitioner made several representations to the office of the Railway Recruitment Cell, which went unheard. Subsequently, the petitioner made a representation before the authority under Minimum Wages Act, 1948 alleging non-payment of minimum wages.

The Chairman, Railway Recruitment Cell was not pleased with the action of the petitioner/workman. Consequently, the petitioner was terminated from his service on 01-04-2017 without issuing any letter of termination. Accordingly to the petitioner he had been performing work continuously and the employer authority terminated him illegally without complying the due process of law.

Being aggrieved with the illegal termination petitioner made a complaint before the Regional Labour Commissioner- (Central) at Kolkata on 05-09-2017. The Conciliation proceeding failed and the petitioner has filed this application before this Tribunal under section2A(2) of the Industrial Disputes Act, challenging the illegal termination. The petitioner has prayed for setting aside the illegal termination, for reinstatement, payment of back wages and payment of retrenchment compensation u/s 25-F of the Industrial Disputes Act along with consequently relief.

The Chairman, Railway Recruitment Cell, Eastern Railway along with another contested the case by filing written statement on 20-07-2018. Admittedly the petitioner was deployed under the Respondent Authority as a dailywager on the basis of 'no work no pay' . According to the Respondent discontinuation of service of the workman was not in violation of any existing rules or principles of natural justice. It is contended that the petitioner has no legal right to enter the premises of the Railway without sanction from the concerned authority. The Respondent asserted that the workman was terminated from the service of Railway Recruitment Cell of the Railway and notice had been tendered but the workman refused to acknowledge receipt of the same. It is contended that there was no scope for seeking explanation or initiating any disciplinary proceeding against the petitioner for the purpose of discontinuing his work as his engagement was on day to day basis. The employer asserted that the petitioner is not entitled to

reinstatement in service and he is also not entitled to any payment of back wages or retrenchment compensation under section 25-F of the I.D. Act. The Respondent urged the application is liable to be dismissed.

Points for Consideration:

On the basis of the statement of claim and the written objection filed by the Respondent, following issues are formulated for determination :

1. Whether the application u/s 2A (2) of the Industrial Disputes Act is maintainable?
2. Whether the petitioner/workman is entitled to retrenchment compensation or reinstatement in his service along with back wages?

In order to prove his case Sri Suman Das examined himself as Workman Witness No.1. He filed an Affidavit in Chief,

reiterating the case disclosed in his application. In his affidavit in chief the workman further stated that he was working in the office of the Railway Recruitment Cell, Eastern Railway, Kolkataw.e.f. 01-05-2012. The Respondent company initially paid him Rs.,84.02 per day as safaiwala which is far below the minimum wages. A proposal was put up on 12-02-2013 for revision of wages of the contractual workers who were doing cleaning job in the office premises for payment of Rs.217/- per day but the Respondent Authority increased the wages only to Rs.150/-. It is further stated that he worked on all days of the work including Sundays and there was no leave facility. The workman disclosed that he made a representation before the authority under the Minimum Wages Act, 1948 alleging non-payment of minimum wages.

The Respondent company was annoyed with him and his work was terminated from 31-08-2017. He was not allowed to join his duty on 01-09-2017. The workman stated in his affidavit that he was illegally terminated without issuance of any letter. Thereafter, he made a representation before the Regional Labour Commissioner, Kolkata on 05-09-2017 but the Respondent did not agree to reinstate him.

In course of his examination in chief the workman witness produced the following documents :

1. A copy of note sheet of the Railway Authority dated 18-05-2006 regarding engagement of casual workersanitation work at RRC/ER/Kolkata, has been produced as Exb. W-1.
2. A copy of joint petition submitted by Sri Suman Das and one Sri DipankarHalder before Railway Authority on 06-01-2016 praying for regularization of their service is produced as Exb.W-2.
3. Copies of letters issued by Railway dated 01-08-2016 are marked as Exb.W-3 and W-3/A.
4. Copy of injury certificate of Suman Das issued from Medical College& Hospital, Kolkata dated 01-09-2017 is marked as Exb.W-4 (after objection).
5. Copy of petition addressed Regional LabourCommissioner, as Exb.W-5.
6. Copy of certificate issued by Regional Labour Commissioner u/s 2A of the Industrial Dispute Act dated 30-10-2017, as Exb.W-6.
7. Copy of note sheet dated 18-05-2006 relating to recruitment of sanitation workers in RRC is collectively marked as Exb.-W-7.
8. Copy of payment sheet for the month of March, 2015 as Exb.W-8.
9. Copy of order passed by R.L.C., Kolkata under Minimum Wages Act dated 16-10-2017 is collectively marked as Exb.W-9.

In course of cross examination the witness admitted that he worked as daily wage labourer at 'no work no pay' basis. Apart from Safaiwala job he performed other office works also, but did not mention what other works he used to perform. The workman also admitted that as per order of the Labour Commissioner compensation was paid to him on three occasions before hearing of the Minimum Wages Act.

The management of the Respondent establishment examined Smt. Sucharita Das, Management Witness No.1. She filed an affidavit in chief where she stated that the petitioner was assigned with cleaning job on daily wage basis and there was no assurance for his regularization in the job. The witness denied the allegation of the petitioner relating to illegal termination from his employment. The witness further averred that by discontinuation of his service the authority did not violate any existing rule and that the service of the petitioner was terminated in accordance with the law. The witness further stated that after hearing the claim application, the authority under the Minimum Wages Act allowed three compensations in respect of the arrear of differential wages amounting to Rs.5,68,284/- in favour of the petitioner and the same has already been paid by the Railway Authority. It is asserted that the application filed by the petitioner is liable to be dismissed. In the course of her examination in chief, the witness produced a copy of order dated 16-10-2017 passed by the authority under the Minimum Wages Act relating to payment of minimum wages which has

been marked as Exb.M-1.

In cross examination the management witness deposed that she had no personal knowledge about the employment of the workman. She also deposed she has no knowledge since when the workman was employed as casual Safai worker by the Recruitment Cell. The management witness was unable to state if the service of the petitioner was continuous one or not. Regarding refusal of the workman to sign the letter of termination, the witness deposed that the workman did not refuse to sign the letter of termination in her presence and admitted that they have not produced letter of termination which hade been refused by the workman.

Mr. Somnath Chakraborty, Ld.Advocate for the workman advancing his argument submitted that Sri Suman Das was engagedas a daily wager under Railway Recruitment Cell of Eastern Railway at Kolkata on the basis of his letter of engagement which has been produced as Exb.W-3. The workman served continuously as a cleaning staff from 01-05-2012 till 31-08-2017. The workman was illegally terminated from his service of the Respondent without issuing any notice of termination or retrenchment. It is further argued that the workman was engaged at a daily wage of Rs.84.02 per day. The wage was revised to Rs.150/- per day w.e.f. 12-02-2013 which was also less than the minimum wages to which the workman was entitled to at the relevant period. The workman made a representation before the authority under the Minimum Wages Act which was considered and an order was passed on 16-10-2017 directing the O.P employer i.e. Railway Administration, Eastern Railway, Kolkata to deposit Rs.5,68,284/- in favour of Sri Suman Das as differential wages and towards compensation three times the arrear of wages.

The Ld. Advocated argued that the employer authority was annoyed with the claim of the workman for which he has been illegally terminated. It is urged that the workman has rendered continuous service to the Respondent as per section 25-B of the Industrial Disputes Act and he is entitled to retrenchment compensation under section 25-F of the Act for not issuing one month's notice indicating the reason of the retrenchment. Ld. Advocate submitted that the workman may be paid his back wages and his service under Respondent may be restored.

Mr. Abhijit Bhadra, Ld. Advocate for the Respondent refuting the claim argued that the workman was employed as a daily wager on the basis of 'no work no pay' and the workman is not entitled to any retrenchment compensation as he has failed to prove that he rendered continuous service for at least 240 days in the preceding years. It has urged that the workman has already been paid his compensation and arrear wages up to 31-08-2017 and the instant application is liable to be dismissed with cost.

Considered the rival argument and the written notes of argument in the light of pleadings of the parties, evidence adduced and the law involved. Both the issues are taken up together for convenience of discussion. It is appeared to me that this is a case where the employee has been discontinued from his service and he made a complaint before the Regional Labour Commissioner (Central), Kolkata u/s 2A of the Industrial Disputes Act. The same resulted in failure and the certificate was issued by the Conciliation Officer u/s 2A of the Act on 30-10-2017. This application u/s 2A (2) has been filed before this Tribunal on 21-02-2018 which is within the statutory period of three years from the date of discharge, dismissal, retrenchment or termination of service. Therefore, I hold that the case is maintainable.

Admitted Sri Suman Das was engaged as Safaiwala at the Railway Recruitment Cell of Eastern Railway, Kolkata from 01-05-2012. No formal letter of engagement has been produced by any of the parties. Ld. Advocate for the workman advancing his argument submitted that Exb.W-3, a letter dated 01-08-2016 is the letter of engagement of the workman. On a close reading of the same I find that Exb.W-3 is a reply to the claim made by workman for regularization of the workman in his employment. From the said document it is gathered that the cleaning staff was engaged purely on daily wage basis without any assurance for regularization. In the application u/s 2A of I.D. Act seeking the restoration of service and payment of back wages. For the first timeit is statedin paragraph 21 (f) of the petition that the workman worked continuously for more than five years andhe is eligible for retrenchment compensation u/s 25-F of the Industrial Disputes Act. The workman neither pleaded in his application as to how many days he had worked in the preceding years nor did he specify the number of days he was employed in each year since 01-05-2010. No evidence has been adduced by him to prove that he has rendered continuous service to the respondent establishment as necessary u/s 25-B of the Industrial Disputes Act i.e. for not less than 240 days in a year.

Ld. Advocate for the petitioner relying upon the order passed by the Authority under Minimum Wages Act (Exb.-W-9 collectively) submitted that while computing the arrears of differential wages paid to the workman, the entire period was accepted by the authority. Therefore it would be presumed that workman has rendered continuous service during the entire period of the previous years and he is entitled to retrenchment compensation which is equivalent to fifteen days' average pay for every complete year of continuous service or any part thereof.

On perusal of the order dated 16-10-2017 regarding payment of differential wages I find that there is no clear observation as to the total number of days of service rendered by the workman. It is simply stated that

the O.P. employer/Railway Administration did not contest the minimum rate of wages and the period of work as claimed by the applicant in the instant claim application. I, therefore, hold that the said order passed by the authority under the Minimum Wages Act cannot substitute the burden of proof which lies upon the workman to establish that he has rendered continuous service for not less than 240 days in a calendar year during his said period of engagement.

In the case of Essen Dinki –vs- Rajiv Kumar, 2002 III CLR 943, Hon'ble Supreme Court observed that the burden of proof that he was working for 240 days was upon the employee. There is no iota of evidence in this case to prove that the workman as a daily wage labourer had been engaged and rendered service for at least 240 days in a year under the employer. Accordingly I hold that the workman has failed to establish that he has fulfilled the condition precedence for application of the provision of section 25-F of the Industrial Disputes Act for payment of retrenchment compensation for the years of continuous service rendered.

In this connection it is necessary to set out the relevant provisions which defines the term "retrenchment" in I.D. Act. Section 2(oo) lays down :

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

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

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

(c) termination of he service of a workman on the ground of continued ill-health].

In the instant case the workman, a daily wager has failed to discharge his burden that he has served continuously for at least 240 days in any one calendar year under the employer. Therefore, section 25-F of I.D. Act which lays down the condition precedence the retrenchment of workman would have no application.

The workman therefore is not entitled to retrenchment compensation u/s 25-F (b) which is equivalent to 15 days' average pay for every complete year of continuous service or any part there in excess of six months.

It emerges from evidence on record that the workman had lodged a complaint before the authority under Minimum Wages Act and on the basis of an order passed by the concerned authority on 16-10-2017 (Exb.W-9) the workman received differential minimum wages for the period of work along with compensation which was three times the wages which had fallen due.

In the case of **Bharat Sanchar Nigam Limited –vs- Bhurumal**; (2014) 7 SCC 177, the Hon'ble Supreme Court held as follows :

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

At this juxtapose it would be rewarding to examine the provisions of section 25-F of I.D. Act which provides that "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.

Therefore, the condition president to retrenchment of the workman u/s 25-F have not been fulfilled and the workman, a daily wage labourer is not entitled to one month's prior notice in writing before his termination as provided u/s 25-F of the I.D. Act.

Admitted the daily wager "cleaning staff" of the respondent worked for several years and has been retrenched from his work without any notice. The engagement of the workman was not against any sanctioned post nor did he undergo any selection procedure before engagement. The workman has been discontinued from work since 01-09-2017 and eight years have passed thereafter. The petitioner therefore has no legal right to be reinstated in his earlier place of work. He has received compensation on the basis of order passed in Exb.W-9 by the RPFC. The workman expected that he would continue to be employed by the respondent until his work was stopped abruptly. There is no evidence on record that he is gainfully employed at any other place since his termination.

Therefore, applying the ratio of the decision posited in the case of **Bharat Sanchar Nigam Ltd. -vs- Bhurumal** (supra), I hold that it would be just and appropriate to grant a monetary compensation to the workman for the unfair labour practice and his illegal termination without prior notice, which shall be equivalent to one month's daily wage at the then prevailing rate.

This issue noi.2 relating to relief is accordingly allowed in favour of the workman.

The Industrial Dispute is allowed in part in favour of the workman.

Hence,

ORDERED

that the Industrial Dispute u/s 2A (2) of the Industrial Disputes Act is allowed in part on contest against the respondent. The petitioner is granted monetary compensation equivalent to one month's daily wages at the then prevailing rate. The amount shall be paid by the respondent within one month from date of communication of the award. Let the award be drawn in the light of my above discussion. Let the copies of the award, in duplicate be sent to the Ministry for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer.

नई दिल्ली, 24 मार्च, 2026

का.आ. 476.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **पूर्व रेलवे** के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कोलकता** के पंचाट (06/2018) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-71]

सलोनी, उप निदेशक

New Delhi, the 24th March, 2026

S.O. 476.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 06/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-71]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice (Retd.) Ananda Kumar Mukherjee, Presiding Officer/Link Officer.

Application No. CGIT-06 of 2018

Dipankar Halder … Applicant

Versus

1. Chairman, Railway Recruitment Cell, Eastern Railway, Kolkata.

2. Additional General Manager, Eastern Railway, Kolkata.

… Respondents

APPLICATION U/S 2A(2) OF THE INDUSTRIAL DISPUTES ACT.

Representative :

For the Workman : Mr. Somnath Chakraborty, Advocate.

For the Opposite Party/Employer : Mr.Abhijit Bhadra, Advocate.

INDUSTRY ; RAIL

STATE : WEST BENGAL

DATE OF AWARD : 10th March, 2026

AWARD

The Petitioner/workman filed an application before this Tribunal under section 2A (2) of the Industrial Disputes Act, 1947 (hereinafter referred to as "I.D.Act") dated 21-02-2018..

The fact of the case, in brief is that the petitioner was engaged as a cleaning staff on daily wage basis at the office of the Railway Recruitment Cell, Eastern Railway, Kolkata from 01-05-2010. He was entrusted with the work of cleaning the entire office premises of the railway authority at 56, C.R. Avenue, Kolkata.

The proposal for engagement as labour on contract basis at a daily wage far below the minimum wages approved by the Ministry of Labour, Central Govt. for employment of sweeping and cleaning staff. The petitioner/workman was initially paid Rs.84.02 per day. After rendering services for seven years the Chief O.S./Recruitment put up a note dated 12-02-2013 for revision of wages of the daily waged labourer who were performing cleaning job in the office premises. The proposal for enhancing the wages was at the rate of Rs.217/- per day including a bonus @ Rs.36.15 per day but the employer authority enhanced the daily wages to Rsd.150/- per day.

The Petitioner served at the office of the Railway Recruitment Cell, Eastern Railway without any break. It has further stated that there was no provision for any leave and they had to work even on holidays and Sundays. The employer authority did not pay the minimum wages and the petitioner made several representations to the office of the Railway Recruitment Cell, which went unheard. Subsequently, the petitioner made a presentation before the authority under Minimum Wages Act, 1948 alleging non-payment of minimum wages.

The Chairman, Railway Recruitment Cell was not pleased with the action of the petitioner/workman. Consequently, the petitioner was terminated from his service without issuing any letter of termination. Accordingly to the petitioner he had been performing work continuously and the employer authority terminated him illegally without complying the due process of law.

On being aggrieved with the illegal termination a complaint was submitted before the Regional Labour Commissioner- "Central" at Kolkata on 05-09-2017. The Conciliation proceeding failed and the petitioner filed this application before this Tribunal u/s 2A(2) of the Industrial Disputes Act challenging the illegal termination. The petitioner has prayed for setting aside the illegal termination, for reinstatement, payment of back wages and payment of retrenchment compensation u/s 25-F of the Industrial Disputes Act along with consequently relief.

The Chairman, Railway Recruitment Cell, Eastern Railway along with another contested the case by filing written statement on 20-07-2018. Admittedly the petitioner was deployed under the Respondent Authority on daily wage labourer on the basis of 'no work no pay' . According to the Respondent discontinuation of service of the workman was not in violation of any existing rules or principle of natural justice. It is contended that the petitioner has no legal right to enter the premises of the Railway without sanction from the concerned authority. The Respondent asserted that the workman was terminated from the service of Railway Recruitment Cell of the Railway and notice had been tendered but the workman refused to acknowledge receipt of the same. It is contended that there was no scope for seeking explanation or initiating any disciplinary proceeding against the petitioner for the purpose of discontinuing his work as his engagement was on day to day basis. The employer asserted that the petitioner is not entitled to reinstatement in service and he is also not entitled to any payment of back wages or retrenchment compensation under section 25-F of the I. D. Act. The Respondent urged the application is liable to be dismissed.

Points for Consideration:

On the basis of the statement of claim and the written objection filed by the Respondent, following issues are framed for determination :

1. Whether the application u/s 2A (2) of the Industrial Disputes Act is maintainable?
2. Whether the petitioner/workman is entitled to retrenchment compensation or reinstatement in his service along with back wages?

In order to prove his case Sri Dipankar Halder examined himself as Workman Witness No.1. He filed an Affidavit in Chief reiterating the case disclosed in his application. In his affidavit in chief the workman further stated that he was working in the premises of the Railway Recruitment Cell, Eastern Railway, Kolkata as a daily rated worker w.e.f. 01-05-2012. The Respondent company paid him Rs.,84.02 per day as safaiwala which is far below the minimum wages. A proposal was put up on 12-02-2013 for revision of wages of the contractual workers who were doing cleaning job in the office premises for payment of Rs.217/- per day but the Respondent Authority increased the wages only to Rs.150/-. It is further stated that his office was open on all days of the work including Sundays and there was no leave facility. The workman disclosed that he made a representation before the authority under the Minimum Wages Act, 1948 alleging non-payment of minimum wages.

The Respondent company was annoyed with him and his work was terminated from 31-08-2017. He was not

allowed to join his duty on 01-09-2017. The workman stated in his affidavit that he was illegally terminated without issuance of any letter. Thereafter, he made a representation before the Regional Labour Commissioner, Kolkata on 05-09-2017 but the Respondent did not agree to reinstate him.

In course of his examination in chief the workman witness produced the following documents :

1. A copy of note sheet of the Railway Authority dated 18-05-2006 regarding engagement of casual workers for sanitation work at RRC/ER/Kolkata has been produced as Exb. W-1.
2. A copy of joint petition submitted by Sri Suman Das and one Sri Dipankar Halder before Railway Authority on 06-01-2016 praying for regularization of service is produced as Exb.W-2.
3. Copies of letters issued by Railway dated 01-08-2016 is marked as Exb.W-3 and W-3/A.
4. Copy of petition addressed Regional Labour Commissioner as Exb.W-4.
5. Copy of certificate issued by Regional Labour Commissioner u/s 2A of the Industrial Dispute Act dated 30-10-2017 as Exb.W-5.
6. Copy of note sheet dated 18-05-2006 relating to recruitment of sanitation workers in RRC is collectively marked as Exb.-W-6.
7. Copy of payment sheet for the month of March, 2015 as Exb.W-7.
8. Copy of order passed by R.L.C under Minimum Wages Act dated 16-10-2017 is collectively marked as Exb.W-8.

In course of cross examination the witness admitted that he worked as daily wage labourer at 'no work no pay' basis. Apart from Safaiwala's job he performed other office works also, but did not mention what other works he used to perform. The workman also admitted that as per order of the Labour Commissioner compensation was paid to him on three occasions before hearing of the Minimum Wages Act.

The management of the Respondent establishment examined Smt. Sucharita Das, Management Witness No.1. She filed an affidavit in chief where she stated that the petitioner was assigned with cleaning job on daily wage basis and there was no assurance for his regularization in the job. The witness denied the allegation of the petitioner relating to illegal termination from his employment. The witness further averred that by discontinuation of his service the authority did not violate any existing rule and that the service of the petitioner was terminated in accordance with the law. The witness further stated that after hearing the claim application, the authority under the Minimum Wages Act allowed three compensations in respect of the arrear of differential wages amounting to Rs.5,68,284/- in favour of the petitioner and the same has already been paid by the Railway Authority. It is stated that the application filed by the petitioner is liable to be dismissed. In the course of her examination in chief, the witness produced a copy of order dated 16-10-2017 passed by the authority under the Minimum Wages Act relating to payment of minimum wages which has been marked as Exb.M-1.

In cross examination the management witness deposed that she had no personal knowledge about the employment of the workman. She also deposed she has no knowledge since when the workman was employed as casual "Safai worker" by the Recruitment Cell. The management witness was unable to state if the service of the petitioner was continuous one or not. Regarding refusal of the workman to sign the letter of termination, the witness deposed that the workman did not refuse to sign the letter of termination in her presence and admitted that they have not produced letter of termination which hade been refused by the workman.

Mr. Somnath Chakraborty, Ld. Advocate for the workman advancing his argument submitted that Sri Dipankar Halder was engaged as a daily wager under Railway Recruitment Cell of Eastern Railway at Kolkata on the basis of his letter of engagement which has been produced as Exb.W-3. The workman served continuously as a cleaning staff from 01-05-2012 till 31-08-2017. The workman was illegally terminated from his service of the Respondent without issuing any notice of termination or retrenchment. It is further argued that the workman was engaged at a daily wage of Rs.84.0[2 per day. The same was revised to Rs.150/- per day w.e.f. 12-02-2013 which was also less than the minimum wages to which the workman was entitled to at the relevant period. The workman made a representation before the authority under the Minimum Wages Act which was considered and an order was passed on 16-10-2017 directing the O.P employer i.e. Railway Administration, Eastern Railway, Kolkata to deposit Rs.5,68,284/- in favour of Sri Suman Das within a period of 30 days as differential wages and a compensation three times the arrear of wages.

The Ld. Advocated argued that the employer authority was annoyed with the claim of the workman for which he has been illegally terminated. It is urged that the workman has rendered continuous service to the Respondent as per section 25-B of the Industrial Disputes Act and he is entitled to retrenchment compensation under section 25-F of the Act for not issuing one month's notice indicating the reason of the retrenchment. Ld. Advocate submitted that the workman may be paid his back wages and his service under Respondent may be restored.

Mr. Abhijit Bhadra, Ld. Advocate for the Respondent refuting the claim argued that the workman was employed as a daily wager on the basis of 'no work no pay' and the workman is not entitled to any retrenchment compensation as

he has failed to prove that he rendered continuous service for at least 240 days in the preceding years. It has urged that the workman has already been paid his compensation and arrear wages up to 31-08-2017 and the instant application is liable to be dismissed with cost.

Considered the rival arguments and written notes of argument in the light of the pleadings of the parties, evidence adduced and the law involved. Both the issues are taken up together for convenience of discussion. It is appeared to me that this is a case where the employee has been discontinued from his service and he made a complaint before the Regional Labour Commissioner (Central), Kolkata u/s 2A of the Industrial Disputes Act. The same resulted in failure and the certificate was issued by the Conciliation Officer u/s 2A of the Act on 30-10-2017. This application u/s 2A (2) has been filed before this Tribunal on 21-02-2018 which is within the statutory period of three years from the date of discharge, dismissal, retrenchment or termination of service. Therefore I hold that the case is maintainable.

Admitted Sri Dipankar Halder was engaged as Safaiwala at the Railway Recruitment Cell of Eastern Railway, Kolkata from 01-05-2012. No formal letter of engagement has been produced by any of the parties. Ld. Advocate for the workman advancing his argument submitted that Exb.W-3, a letter dated 01-08-2016 is the letter of engagement of the workman. On a close reading of the same I find that Exb.W-3 is a reply to the claim made by the workman for regularization of the workman in his employment. From the said document it is gathered that the cleaning staff was engaged purely on daily wage basis without any assurance for regularization. In the application u/s 2A of I.D. Act seeking the restoration of service and payment of back wages. For the first time it is stated in paragraph 21(f) of the petition that the workman worked continuously for more than five years and is eligible for retrenchment compensation u/s 25-F of the Industrial Disputes Act. The workman neither pleaded in his application as to how many days he had worked in the preceding years nor did he specify the number of days he was employed in each year since 01-05-2010. No evidence has been adduced by him to prove that he has rendered continuous service to the respondent establishment as necessary u/s 25-B of the Industrial Disputes Act i.e. for not less than 240 days in a year.

Ld. Advocate for the petitioner relying upon the order passed by the Authority under Minimum Wages Act (Exb.-W-9 collectively) submitted that while computing the arrears of differential wages paid to the workman, the entire period was accepted by the authority. Therefore it would be presumed that workman has rendered continuous service during the entire period of the previous years and he is entitled to retrenchment compensation which is equivalent to fifteen days' average pay for every complete year of continuous service or any part thereof.

On perusal of the order dated 16-10-2017 regarding payment of differential wages I find that there is no clear observation as to the total number of days of service rendered by the workman. It is simply stated that the O.P. employer/Railway Administration did not contest the minimum rate of wages and the period of work as claimed by the applicant in the instant claim application. I, therefore, hold that the said order passed by the authority under the Minimum Wages Act cannot substitute the burden of proof which lies upon the workman to establish that he has rendered continuous service for not less than 240 days in a calendar year during his said period of engagement.

In the case of Essen Dinki –vs- Rajiv Kumar, 2002 III CLR 943, Hon'ble Supreme Court observed that the burden of proof that he was working for 240 days was upon the employee. There is no iota of evidence in this case to prove that the workman as a daily wage labourer had been engaged and rendered service for at least 240 days in a year under the employer. Accordingly I hold that the workman has failed to establish that he has fulfilled the condition precedence for application of the provision of section 25-F of the Industrial Disputes Act for payment of retrenchment compensation for the years of continuous service rendered.

In this connection it is necessary to set out the relevant provisions which defines the term "retrenchment" in I.D. Act. Section 2(oo) lays down :

"retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

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

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

(c) termination of he service of a workman on the ground of continued ill-health].

In the instant case the workman, a daily wager has failed to discharge his burden that he has served continuously for at least 240 days in any one calendar year under the employer. Therefore, section 25-F of I.D. Act which lays down the condition precedence the retrenchment of workman would have no application.

The workman therefore is not entitled to retrenchment compensation u/s 25-F (b) which is equivalent to 15 days' average pay for every complete year of continuous service or any part there in excess of six months.

It emerges from evidence on record that the workman had lodged a complaint before the authority under Minimum Wages Act and on the basis of an order passed by the concerned authority on 16-10-2017 (Exb.W-9) the workman received differential minimum wages for the period of work along with compensation which was three times the wages which had fallen due.

In the case of **Bharat Sanchar Nigam Limited –vs- Bhurumal**; (2014) 7 SCC 177, the Hon'ble Supreme Court held as follows :

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

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.

Therefore, the condition president to retrenchment of the workman u/s 25-F have not been fulfilled and the workman, a daily wage labourer is not entitled to one month's prior notice in writing before his termination as provided u/s 25-F of the I.D. Act.

Admitted the daily wager "cleaning staff" of the respondent worked for several years and has been retrenched from his work without any notice. The engagement of the workman was not against any sanctioned post nor did he undergo any selection procedure before engagement. The workman has been discontinued from work since 01-09-2017 and eight years have passed thereafter. The petitioner therefore has no legal right to be reinstated in his earlier place of work. He has received compensation on the basis of order passed in Exb.W-9 by the RPFC. The workman expected that he would continue to be employed by the respondent until his work was stopped abruptly. There is no evidence on record that he is gainfully employed at any other place since his termination.

Therefore, applying the ratio of the decision posited in the case of **Bharat Sanchar Nigam Ltd. -vs- Bhurumal** (supra), I hold that it would be just and appropriate to grant a monetary compensation to the workman for the unfair labour practice and his illegal termination without prior notice, which shall be equivalent to one month's daily wage at the then prevailing rate.

This issue noi.2 relating to relief is accordingly allowed in favour of the workman.

The Industrial Dispute is allowed in part in favour of the workman.

Hence,

OR0DERED

that the Industrial Dispute u/s 2A (2) of the Industrial Disputes Act is allowed in part on contest against the respondent. The petitioner is granted monetary compensation equivalent to one month's daily wages at the then prevailing rate. The amount shall be paid by the respondent within one month from date of communication of the award. Let the award be drawn in the light of my above discussion. Let the copies of the award, in duplicate be sent to the Ministry for information and notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer

नई दिल्ली, 25 मार्च, 2026

का.आ. 477.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) (जिसे इसमे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स राष्ट्रीय रसायन एवं उर्वरक लिमिटेड (थल यूनिट) के कारखानों और प्रतिष्ठानों के नियमित कर्मचारियों को उक्त

अधिनियम के प्रवर्तन से छूट देती है और यह छूट सामाजिक सुरक्षा संहिता, 2020 (2020 का 36) के प्रारंभ होने की तिथि से एक वर्ष की अवधि के लिए प्रभावी होगी।

2. यह छूट निम्नलिखित शर्तों के अध्याधीन है, अर्थात:-

(1) कारखाने और प्रतिष्ठान कर्मचारियों का एक रजिस्टर बनाए रखेंगे जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम निर्दिष्ट होंगे।

(2) कर्मचारियों को उक्त अधिनियम के अधीन ऐसे लाभ प्राप्त होते रहेंगे जिनके लिए वे उस तारीख से पहले भुगतान किए गए अंशदान के आधार पर हकदार होते जिससे इस अधिसूचना द्वारा दी गई छूट संचालित होती है;

(3) छूट दी गई अवधि के लिए योगदान, यदि पहले ही भुगतान कर दिया गया है, तो वापसी योग्य नहीं होगा;

(4) उक्त कारखाने और प्रतिष्ठान का नियोक्ता उस अवधि के संबंध में जिसके दौरान वह कारखाना उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) के संचालन के अध्यधीन था, ऐसे प्ररुपो में विवरणी प्रस्तुत करेगा जिसमें ऐसे विशिष्टिया शामिल होंगी जो कर्मचारी राज्य बीमा (सामान्य) विनियम 1950 के अंतर्गत उक्त अवधि के संबंध में इससे देय थे।

(5) उक्त अधिनियम की धारा 45 की उप-धारा (1) के अंगर्तगत निगम द्वारा नियुक्त एक सामाजिक सुरक्षा अधिकारी या इसके द्वारा इस संबंध में प्राधिकृत निगम के अन्य अधिकारी-

(i) उक्त अवधि हेतु उक्त अधिनियम की धारा 44 की उप-धारा (1) के अंतर्गत प्रस्तुत किसी भी विवरणी में निहित विवरणों को सत्यापित करने; या

(ii) यह सुनिश्चित करने कि क्या उक्त अवधि के लिए कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 द्वारा अपेक्षित रजिस्टर और रेकॉर्ड बनाए गए थे; या

(iii) यह सुनिश्चित करने कि क्या कर्मचारी नियोक्ता द्वारा नकद और वस्तु के रूप में प्रदान किए जाने वाले उन लाभों के हकदार बने हुए हैं, जिन लाभों के प्रतिफल में इस अधिसूचना के अंतर्गत छूट प्रदान की जा रही है; या

(iv) यह सुनिश्चित करने कि क्या उक्त कारखाने और प्रतिष्ठान के संबंध में उन उपबंधों के लागू रहने की अवधि के दौरान अधिनियम के किसी भी उपबंध का पालन किया गया था, इस प्रयोजन हेतु-वह

(क) प्रधान या अव्यवहित नियोजक से ऐसी जानकारी की अपेक्षा करेगा जो वह इस अधिनियम के प्रयोजन हेतु आवश्यक समझे; अथवा

(ख) किसी भी उचित समय पर ऐसे प्रधान या अव्यवहित नियोजक के आधिपत्य वाले किसी भी कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में प्रवेश करेगा और वहां के प्रभारी व्यक्ति से यह अपेक्षा करेगा कि वह ऐसे निरीक्षक या अन्य अधिकारी के समक्ष कर्मियों के नियोजन और वेतन के भुगतान से संबंधित खाते, बहियां और अन्य दस्तावेज प्रस्तुत करे और उसे उनकी जांच करने दे या उसे ऐसी जानकारी प्रदान करे जो वह आवश्यक समझे; या

(ग) प्रधान या अव्यवहित नियोजक, उसके ठेकेदार या सेवक, या ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में पाए गए किसी भी व्यक्ति, या किसी भी ऐसे व्यक्ति की जांच करेगा जिसके बारे में उक्त निरीक्षक या अन्य अधिकारी के पास यह विश्वास करने का उचित कारण हो कि वह कर्मचारी रहा है; या

(घ) ऐसे कारखाने, प्रतिष्ठान, कार्यालय या अन्य परिसर में रखे गए किसी भी रजिस्टर, खाता बही या अन्य दस्तावेज की प्रतियां बनाएगा या उनसे सारंश प्राप्त करेगा; या

(ङ) ऐसी अन्य शक्तियों का प्रयोग करेगा जो निर्दिष्ट की जाएं;

(6) विनिवेश या निगमीकरण के मामले में, दी गई छूट रद्द कर दी जाएगी और नई संस्था छूट के लिए समुचित सरकार को आवेदन कर सकती है।

[सं. एस-38014/05/2020-एसएस-I]

डी.एम. खरे अवर सचिव

New Delhi, the 25th March, 2026

S.O. 477.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948) (hereinafter referred to as the said Act), the Central Government hereby exempts the regular employees of factories and establishments of M/s Rashtriya Chemicals and Fertilisers Limited (Thal Unit) from the operation of the said Act and the exemption shall be effective for a period of one year from the date of commencement of the code on Social Security, 2020 (36 of 2020).

2. The exemption is subject to the following conditions, namely:-

(1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees';

(2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;

(3) the contribution for the exempted period, if already paid, shall not be refundable;

(4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it, shall, for the purpose of —

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment to be empowered to —

(a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from any register, account

book or other document maintained in such factory, establishment, office or other premises; or

(e) exercise such other powers as may be specified;

(6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and the new entity may apply to the appropriate Government for exemption.

[No. S-38014/05/2020-SS-I]

D.M. KHARE, Under Secy.

नई दिल्ली, 25 मार्च, 2026

का.आ. 478.—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**-I के पंचाट (40/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-69]

सलोनी, उप निदेशक

New Delhi, the 25th March, 2026

S.O. 478.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 40/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court 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)-69]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 40/2024

Registered on:-16.10.2019

Kiran Devi W/o Sh. Hardeep Singh R/o 202 Budhanpur, Panchkula, Haryana.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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 his 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 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 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 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 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 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. She 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 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 01.04.2017 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 his services on 27.10.2018. In his cross examination, she has further stated that her salary used to be credited in his 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 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 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/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 479.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पोर्ट ट्रस्ट के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कोलकता** के पंचाट (15/2015) प्रकाशित करती है।

[सं. एल-32011/06/2014-आईआर(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 479.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.15/2015*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust and their workmen.

[No. L-32011/06/2014 IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice (Retd.) Ananda Kumar Mukherjee, Presiding Officer/Link Officer.

REF. NO. 15 OF 2015

Parties : Employers in relation to the management of

Kolkata Port Trust

VS

President, Calcutta Port Shramik Janata Panchayet

Appearance:

On behalf Kolkata Port Trust: Mr.Ashok Kumar Jena, Advocate.

On behalf of Kolkata Port Shramik Janata Panchayet :Smt. Mala Chakraborty, Advocate

Dated: 9th March, 2026

Mr. Ashok Kumar Jena, Ld. Advocate appeared for the management of Kolkata Port Trust, now known as Shyama Prasad Mukherjee Port, Kolkata.

None appeared for Kolkata Port Shramik Janata Panchayet.

The scheduled industrial dispute referred under Order No. L-32011/06/2014-IR (B-II) dated 19-02-2015 to this Tribunal in exercise of power in clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act,1947 for adjudication by this Tribunal is fixed up today for producing order form the Hon'ble High

SCHEDULE

" (1) Whether the action of the management of Kolkata Port Trust in denying the minimum wages and statutory benefits to 354 contract labourers is legal and/or justified? What relief the workmen are entitled to?

(2) Whether the action of the management of Kolkata Port Trust in denying the regularization of service to 354 contract labourers is legal and/or justified? What relief the workmen are entitled to?"

Ld. Advocate for the management of Port Trust filed an application accompanied by a copy of order passed by the Hon'ble High Court in W.P. No.4929 (W) of 2016 dated 17-03-2025. Perused the application and copy of Hon'ble Court's order.

REF-15 OF 2015

The petitioner has prayed before this Tribunal to drop the proceeding in view of order dated 17-03-2025 passed by the Hon'ble High Court.

I find from the observation passed by Hon'ble Court that the order of reference dated 19-02-2015 issued by the Desk Officer of Govt. of India, Ministry of Labour, Shram Mantralaya as well as the proceeding under Reference Case No.15 of 2015 pending before this Central Government Industrial Tribunal, Kolkata have been quashed and set aside.

No appeal has been preferred against the order passed by the Learned Single Judge. The reference case and the proceeding in the Industrial Dispute is accordingly dropped and the case is disposed of.

Let the copy of this order be communicated to the Ministry u/s 15 of the Industrial Disputes Act for information.

Justice (Retd.) ANANDA KUMAR MUKHERJEE Presiding Officer/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 480—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स स्टार शिप सप्लायर के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कोलकता** के पंचाट (13/2015) प्रकाशित करती है।

[सं. एल-32011/07/2014-आईआर(बी- II)]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 480.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2015*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of M/s. Star Ship Supplier and their workmen.

[No. L-32011/07/2014- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : Justice (Retd.)Ananda Kumar Mukherjee, Presiding Officer/Link Officer.

REF. NO. 13 OF 2015

Parties : Employers in relation to the management of

M/s. Star Ship Supplier

Vs

President, Calcutta Port Shramik Janata Panchayet.

Appearance:

On behalf M/s., Star Ship Suppliers: None

On behalf of Calcutta Port Shramik Janata Panchayet : Smt. Mala Chakraborty, Advocate.

On behalf of Kolkata Port Trust: Mr. Ashok Kumar Jena, Advocate

Dated: 9th March, 2026

Mr. Ashok Kumar Jena, Ld. Advocate appeared for the management of Kolkata Port Trust, now known as Shyama Prasad Mukherjee Port, Kolkata.

None appeared for M/s. Star Ship Suppliers and Kolkata Port Shramik Janata Panchayet.

The industrial disputes referred to this Tribunal under order No. L-32011/07/2014 -IR (B-II) dated 05-03-2015 and 28-10-2015 in exercise of powers vested under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act,1947 for adjudication by this Tribunal is fixed up today for producing order form the Hon'ble High Court.

Schedule

"Whether the action of the management of M/s. Star Ship Supplier, sub-contractor and M/s. Soham Overseas Pvt. Ltd. Contractor of Kolkata Port Trust by denying payment with effect from July, 2013 to November, 2014 (As per Annexure-A) to contractual workmen is legal and/or justified? If not, what relief the workmen are entitled to?

REF. NO. 13 OF 2015

Mr. Jena ld. advocate for the management filed an application accompanied by a copy of order passed by the Hon'ble High Court in W.P. A. No.6182 of 2016 dated 17-03-2025. Perused the application and copy of Hon'ble Court's order.

The petitioner has prayed before this Tribunal to drop the proceeding in compliance with order dated 17-03-2025 passed by the Hon'ble High Court.

I find from the order passed by Hon'ble Court's that the order of reference dated 05-03-2015and 28-10-2015 issued by the Desk Officer of Govt. of India, Ministry of Labour, Shram Mantralaya as well as the proceeding under Reference Case No.13 of 2015 pending before this Central Government Industrial Tribunal have been quashed and set aside.

No appeal has been preferred against the order passed by the Learned Single Judge. The reference case and the proceeding in the Industrial Dispute is accordingly dropped and the case is disposed of.

Let the copy of this order be communicated to the Ministry u/s 15 of the Industrial Disputes Act for information.

Justice (Retd.) ANANDA KUMAR MUKHERJEE, Presiding Officer/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 481.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री विनय** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 293/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-4]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 481.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 293/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Vinay** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-4]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 293/2017

Shri Vinay S/o Shri Pratap Singh, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,

Rajiv Ganshi Bhawan, New Delhi-110005.

2. M/s Delhi International Airport Ltd.,

New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.

3. M/s Plasma Premium Launch,

IGI Airport Terminal-3, New Delhi-110037.

4. M/s Machlin Engineering Ltd.,

Plot No.54/3A, Rama Road, New Delhi-110015.

5. M/s Uttam Uddan Tour and Travels,

Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No.3 to 5.

Shri Vinay Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 10.12.2014 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 482.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री गुरमीत** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 294/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-5]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O.482.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 294/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Gurmeet** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-5]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 294/2017

Shri Gurmeet S/o Shri Sompal, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,
   Rajiv Ganshi Bhawan, New Delhi-110005.
2. M/s Delhi International Airport Ltd.,
   New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.
3. M/s Plasma Premium Launch,
   IGI Airport Terminal-3, New Delhi-110037.
4. M/s Machlin Engineering Ltd.,
   Plot No.54/3A, Rama Road, New Delhi-110015.
5. M/s Uttam Uddan Tour and Travels,
   Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No. 3 to 5.

Shri Gurmeet Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 01.02.2014 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 483.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज;**

मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री सचिन कुमार शर्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 295/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-6]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 483.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 295/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Sachin Kumar Sharma** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-6]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 295/2017

Shri Sachin Kumar Sharma S/o Shri Brahm Dutt Sharma, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,
   Rajiv Gandhi Bhawan, New Delhi-110005.
2. M/s Delhi International Airport Ltd.,
   New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.
3. M/s Plasma Premium Launch,
   IGI Airport Terminal-3, New Delhi-110037.
4. M/s Machlin Engineering Ltd.,
   Plot No.54/3A, Rama Road, New Delhi-110015.
5. M/s Uttam Uddan Tour and Travels,
   Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No.3 to 5.

Shri Sachin Kumar Sharma Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi

Operator w.e.f. 15.03.2014 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 484.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री संदीप डबास** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 296/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-7]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 484.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 296/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Sandeep Dabas** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-7]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 296/2017

Shri Sandeep Dabas S/o Shri Surendra Singh Dabas, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,

Rajiv Gandhi Bhawan, New Delhi-110005.

2. M/s Delhi International Airport Ltd.,

New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.

3. M/s Plasma Premium Launch,

IGI Airport Terminal-3, New Delhi-110037.

4. M/s Machlin Engineering Ltd.,

Plot No.54/3A, Rama Road, New Delhi-110015.

5. M/s Uttam Uddan Tour and Travels,

Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No. 3 to 5.

Shri Sandeep Dabas Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 01.12.2011 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 485.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अमित शर्मा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 297/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-8]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 485.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 297/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Amit Sharma** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-8]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 297/2017

Shri Amit Sharma S/o Shri Devendra Sharma, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,

   Rajiv Gandhi Bhawan, New Delhi-110005.

2. M/s Delhi International Airport Ltd.,

   New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.

3. M/s Plasma Premium Launch,

   IGI Airport Terminal-3, New Delhi-110037.

4. M/s Machlin Engineering Ltd.,

   Plot No.54/3A, Rama Road, New Delhi-110015.

5. M/s Uttam Uddan Tour and Travels,

   Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No.3 to 5.

Shri Amit Sharma Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 01.01.2014 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file

be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 486.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री रोहन यादव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 298/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-9]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 486.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 298/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Rohan Yadav** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-9]
SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 298/2017

Shri Rohan Yadav S/o Shri Babu Ram Yadav, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,
   Rajiv Gandhi Bhawan, New Delhi-110005.
2. M/s Delhi International Airport Ltd.,
   New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.
3. M/s Plasma Premium Launch,
   IGI Airport Terminal-3, New Delhi-110037.
4. M/s Machlin Engineering Ltd.,
   Plot No.54/3A, Rama Road, New Delhi-110015.

5. M/s Uttam Uddan Tour and Travels,

Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No. 3 to 5.

Shri Rohan Yadav Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 15.03.2014 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 487.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री दीपक बोरजी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 299/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-10]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 487.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 299/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Deepak Borji** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-10]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO.207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 299/2017

Shri Deepak Borji S/o Shri Pundlik Borji, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,
   Rajiv Ganshi Bhawan, New Delhi-110005.
2. M/s Delhi International Airport Ltd.,
   New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.
3. M/s Plasma Premium Launch,
   IGI Airport Terminal-3, New Delhi-110037.
4. M/s Machlin Engineering Ltd.,
   Plot No.54/3A, Rama Road, New Delhi-110015.
5. M/s Uttam Uddan Tour and Travels,
   Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No. 3 to 5.

Shri Deepak Borji Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 12.03.2012 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 488.—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**-I के पंचाट (63/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आई आर (बी-I)-72]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 488.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 63/2024*)* 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)-72]
SALONI, Dy. Director

ANNEXURE

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

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

ID No. 63/2024

Registered on:-16.10.2019

Mamta Rani W/o Sh. Mangat Ram R/o 1822 New Indira Colony, Chandigarh.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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 16.03.2012 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 his 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 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 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 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 16.03.2012 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 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. She 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 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 16.03.2012 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 his services on 27.10.2018. In his cross examination, she has further stated

that her salary used to be credited in his 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 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 16.03.2012 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/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 489.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री संजय दूधवाल** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 308/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-11]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 489.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 308/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Sanjay Dudhwal** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-11]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 308/2017

Shri Sanjay Dudhwal S/o Shri Rajendra Singh, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,

   Rajiv Ganshi Bhawan, New Delhi-110005.

2. M/s Delhi International Airport Ltd.,

   New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.

3. M/s Plasma Premium Launch,

   IGI Airport Terminal-3, New Delhi-110037.

4. M/s Machlin Engineering Ltd.,

   Plot No.54/3A, Rama Road, New Delhi-110015.

5. M/s Uttam Uddan Tour and Travels,

   Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.

Sh. Amit Bardhan, A/R for the Respondent/Management No.1.

Sh. Digvijay Rai, A/R for the Respondent/Management No.2.

None for the Respondent/Management No. 3 to 5.

Sh. Sanjay Dudhwal Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 06.01.2011 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file

be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 490.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **कोलकता** के पंचाट (04/2024) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-30]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 490.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2024*)* of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-30]
SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Present : **Justice (Retd.) Ananda Kumar Mukherjee,**

Presiding Officer/Link Officer.

REF. No. 04 OF 2024

Punjab National Bank Staff Union, Brabourne Road, Kolkata

Versus

Management of Punjab National Bank, Kolkata.

Representative :

For the Union /Workman : Mr. Umaprasad Sinha Mahapatra, Advocate.

For the Bank : None

INDUSTRY ; BANK

STATE : WEST BENGAL

DATE OF AWARD : 11th March, 2026

AWARD

In exercise of powers conferred under sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 read with sub-section (5) of Section 12 of the Act, the Government of India through Ministry of Labour and Employment vide its order No. Kol-700020/04/2024-Dy. CLC (C) dated 04-03-2024 has been pleased to refer the following dispute between the employer bank i.e. Management of Punjab National Bank, Kolkata Zonal Office and their workmen represented by the union for adjudication by this Tribunal.

Schedule

"Whether the action of the management of Punjab National Bank in denying the facilities on Mini Deposit (SalpaSanchay) Scheme which was enjoyed by the aggrieved 6 (six) Mini Deposit Collectors at United Bank of India (UBI) before amalgamation with Punjab National Bank is legal and/or justified? If not, what relief the concerned workmen are entitled to?"

On receiving order No. Kol-700020/04/2024-Dy. CLC (C) dated 04-03-2024 from the Govt. of India, Ministry of Labour& Employment, New Delhi through Dy. CLC (C), Kolkata, a Reference Case was registered on 07-03-2024 and an order was passed for issuing notice to the parties through Registered Post, directing them to appear and submit statement of claim by workmen and written statements by the management with relevant documents.

On 24-04-2024 representative of the bank appeared. The envelops containing notices issued to the bank and the union were not returned unserved. Therefore, it is presumed that the notices were served upon he addresses.

The union issued a letter of authrisation in favour of Mr. Umaprasad Sinha Mahapatra, President of the union who appeared on 25-07-2024. The case was thereafter fixed on 17-09-2024, 19-11-2024, 31-12-2024, 18-02-2025, 08-09-2025,12-11-2025, 12-01-2026 and today during special campaign on 11-03-2026 for appearance of the parties, filing statement of claim i.d. the case would be disposed of in the form of 'No dispute award'.

In nearly two years' time neither the union nor the management have filed statement of claim/written statement in support of their case.

On repeated calls at 1-15 p.m. none appeared for the parties. It appears to me that the concerned union is not diligent in proceeding with their claim. It may be presumed that the workmen are not interested in pursuing the dispute referred to this Tribunal for adjudication.

Under such circumstances the industrial dispute is dismissed for default.

Hence,

ORDER

That the industrial dispute is dismissed for default of the union. Let a "No Dispute Award" be drawn up. Let copy of the award in duplicate be sent to the Ministry for information and notification.

Justice (Retd.) ANANDA KUMAR MUKHERJEE, Presiding Officer / Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया; मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट लिमिटेड; मेसर्स प्लाज़्मा प्रीमियम लाउंज; मेसर्स मैकलिन इंजीनियरिंग लिमिटेड; मेसर्स उत्तम उड़ान टूर एंड ट्रैवल्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री विद्या सागर** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 309/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-12]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 491.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 309/2017)** of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India; M/s Delhi International Airport Ltd; M/s Plasma Premium Launch; M/s Machlin Engineering Ltd; M/s Uttam Uddan Tour and Travels** and **Shri Vidya Sagar** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-12]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1

ROOM NO. 207, ROUSE AVENUE COURT COMPLEX,

NEW DELHI.

DID No. 309/2017

Shri Vidya Sagar S/o Shri Hansraj Sharma, Through Hindustan & General Mazdoor Union (Regd 4479), D-2/24, Sultanpuri, Delhi.

Claimant…

Versus

1. Airport Authority of India,

Rajiv Ganshi Bhawan, New Delhi-110005.

2. M/s Delhi International Airport Ltd.,
New Udan Bhawan, Opp. ATS, IGI Airport, New Delhi-110037.

3. M/s Plasma Premium Launch,
IGI Airport Terminal-3, New Delhi-110037.

4. M/s Machlin Engineering Ltd.,
Plot No.54/3A, Rama Road, New Delhi-110015.

5. M/s Uttam Uddan Tour and Travels,
Terminal No.3, IGI Airport, New Delhi-110037.

Management…

AWARD

Present: None for the Claimant.
Sh. Amit Bardhan, A/R for the Respondent/Management No.1.
Sh. Digvijay Rai, A/R for the Respondent/Management No.2.
None for the Respondent/Management No.3 to 5.

Shri Vidya Sagar Vs. Airport Authority of India and ors.

1. The present claim petition was filed by the claimant under Section 2A of the Industrial Disputes Act, 1947. Briefly stated, the case of the claimant was to the following effect. The claimant was working on the post of Baggi Operator w.e.f. 01.01.2011 onwards. The respondents had illegally shown the employment of the claimant to be working through the contractor. The services of the claimant had been illegally terminated by the respondents. Through the present claim petition, the claimant had prayed that his termination order from service be set aside and he be reinstated in service with full back wages.

2. Respondents/managements No. 1 to 3 had contested the claim petition by filing written statements. No written statement by respondents/managements no.4 & 5. On the pleadings of the parties, requisite issues were framed and the case was fixed for the evidence of claimant. Thereafter, none has appeared on behalf of the claimant nor any evidence adduced on behalf of the claimant.

3. It appears that the claimant is not interested in pursuing his case.

4. Hence, this Tribunal has no option except to pass a 'No Dispute/Claim' award. I order accordingly. Case file be consigned to the Record Room.

5. A copy of this award be sent to the appropriate Government for notification under section 17 of the I.D. Act, 1947.

AJAY KUMAR JAIN, Presiding Officer

Date: 08.01.2026

नई दिल्ली, 27 मार्च, 2026

का.आ. 492.—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**-I के पंचाट (62/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-I)-73]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 492.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 62/2024) 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)-73]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 62/2024

Registered on:-16.10.2019

Rajesh Kumar S/o Sh. Shayam Lal, R/o 575 Beed Ghaghar, Chandi Mandir, Panchkula, Haryana.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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 27.10.2014 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. 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 27.10.2014 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. 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.

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 27.10.2014 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 27.10.2014 and was terminated on 27.10.2018 (More than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

25. 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.

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-cum-Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 493.—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**-I के पंचाट (41/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-I)-76]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 493.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 41/2024) 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)-76]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 41/2024

Registered on:-16.10.2019

Savitri W/o Sh. Anil Kumar R/o 602 Gate No.01 Chandi Mandir, Panchkula, Haryana.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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 01.01.2015 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 his 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 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 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 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 01.01.2015 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 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. She 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 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 01.01.2015 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 his services on 27.10.2018. In his cross examination, she has further stated that her salary used to be credited in his 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 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 01.01.2015 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so she is entitled for Rs.30,000/-.

25. 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.

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/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 494.—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**-I के पंचाट (65/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026-आई आर (बी-I)-75]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 494.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.65/2024*)* 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)-75]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 65/2024

Registered on:-16.10.2019

Virender S/o Sh. Rupa R/o 201, Rampur Seuri Surat Pur, Kalka, Haryana.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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. 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.

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/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 495.—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**-I के पंचाट (64/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-I)-74]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 495.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 64/2024*)* 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)-74]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 64/2024

Registered on:-16.10.2019

Gurcharan Singh S/o Sh. Sadhu Ram, R/o 1458 Mohalla Nagla Mani Majra, Chandigarh.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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 05.07.2015 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. 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, ChandiMandir 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.

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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 05.07.2015 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:-

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. 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.

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 05.07.2015 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.

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 05.07.2015 and was terminated on 27.10.2018 (More than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

25. 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.

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/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 496.—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**-I के पंचाट (42/2024) प्रकाशित करती है।

[सं एल-12025/01/2026- आई आर (बी-I)-77]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 496.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 42/2024*)* 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.

[L-12025/01/2026- IR(B-I)-77]
SALONI, Dy. Director

ANNEXURE

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

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

ID No. 42/2024

Registered on:-16.10.2019

Munni Devi W/o Sh. Balbir R/o Rampur Seuri, Kalka, Panchkula, Haryana.

-------- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. 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 :10.03.2026

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 01.09.2018 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 his 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 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 her services were dispensed with w.e.f. 27.10.2018. It is further maintained that the workman has completed 240 days in the preceding year from the date of her termination. 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 (safaikaramcharis). 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 safaikaramcharis to provide conservancy services in ChandiMandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safaikaramcharis 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 safaikaramcharis 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 safaikaramcharis 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, ChandiMandir 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 01.09.2018 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 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 safaikaramcharis 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. Moreover, it is also contended that the workman **has worked for less than two months i.e. from 01.09.2018 to 27.10.2018**, whereas, workman has pleaded that she has worked for 240 days in the preceding years from the date of her termination.

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. She 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 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.

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. 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.

20. Workman has pleaded that she was appointed on 01.09.2018 and her services were terminated w.e.f. 27.10.2018. This fact has also been pleaded by her in her affidavit. How she has worked 240 days in the preceding year of her termination on 27.10.2018 is not at all understandable. The workman has filed a false affidavit before the Court regarding her claim for working for 240 days in preceding year from the date of her termination.

21. However, as regards violation of other provisions i.e. Section 25G and 25H of the Act, there is no evidence lead by the workman.

22. In view of the above findings that workman has filed false affidavit regarding her working for 240 days in the preceding year from the date of her termination on 27.10.2018, her claim petition is not at all maintainable and therefore, the claim petition is dismissed.

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

KAMAL KANT, Presiding Officer-cum-Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 497.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स इंडियन ऑयल ब्लेंडिंग लिमिटेड; मेसर्स लतीफ़ एंड संस** के प्रबंधतंत्र के संबद्ध नियोजकों और **पेट्रोलियम कर्मचारी संघ** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 53/2010)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. एल-30011/8/2010-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 497.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 53/2010)** of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Indian Oil Blending Ltd; M/s. Latif & Sons** and **Petroleum Employees' Union** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. L-30011/8/2010-IR(M)]
SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/53 of 2010

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 (i) M/s. Indian Oil Blending Ltd.,

(now known as M/s. IOC Ltd.)

Indian Oil Bhavan,

Bandra (East),

Mumbai 400 051.

(ii) The Chief Terminal Manager,

M/s. Indian Oil Blending Ltd.,

(now known as M/s. IOC Ltd.)

Pir Pau, Trombay,

Bombay 400074.

(iii) The Plant Manager,

M/s. Indian Oil Blending Ltd.,
(now known as M/s. IOC Ltd.)
D-100, T.T.C. Industrial Area,
Kukshit Village,
Vashi,
Navi Mumbai 400 705.

(iv) M/s. Latif & Sons,

Plot No.44, Shop No.7,
Post Office Road,
Shivaji Nagar, Govandi,
Mumbai 400 043.

AND

THEIR WORKMEN.

Party No. 2 (Petroleum Employees' Union)

The Secretary General,
Petroleum Employees' Union
Tel Rasayan Bhavan, Tilak Road,
Dadar (E),
Mumbai- 400 014.

APPEARANCES:

Management No.1, 2 & 3	:	Ms. Jayashree Kumar Advocate
Management No.4	:	No appearance
Workmen	:	No appearance.

AWARD

(Delivered on 19-12-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-30011/8/2010 (IR(M) dated 21.05.2010. The terms of reference given in the schedule are as follows:

"1. Whether the Contract between the contractor M/s. A. Latif & Sons, Mumbai and the management of erstwhile Indian Oil Blending Ltd., (now known as M/s. IOC Ltd.) is sham and bogus and is a camouflage to deprive the workmen namely (1) Shri Janardhan C. Patel, (2) Vasudev T. Koli (3) Arun R. Shelavale (4) Sopan B. More (5) Jagannath V. Mhatre (6) Madan K. Patel and (7) Prashant M. Koli, from the benefits available to permanent workers of erstwhile M/s. Indian Oil Blending Ltd. (now known as M/s. IOL Ltd.)?

2. Whether the above mentioned contract workmen should be declared as permanent workmen and wages and consequential benefits be paid to concerned workmen?"

2. The case is called out today. The Learned Counsel for the respondent Ms. Jayshree Kumar is present before the Court, but no one is present on behalf of the petitioner. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 24.03.2015 long back. Although, Statement of Claim & Written Statements have been filed by the parties respectively, but the petitioner has not filed any evidence 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

1. The Contract between the contractor M/s. A. Latif & Sons, Mumbai and the management of erstwhile Indian Oil Blending Ltd., (now known as M/s. IOC Ltd.) is not sham and bogus and is not a camouflage to

deprive the workmen namely (1) Shri Janardhan C. Patel, (2) Vasudev T. Koli (3) Arun R. Shelavale (4) Sopan B. More (5) Jagannath V. Mhatre (6) Madan K. Patel and (7) Prashant M. Koli, from the benefits available to permanent workers of erstwhile M/s. Indian Oil Blending Ltd. (now known as M/s. IOL Ltd.).

2. The above mentioned contract workmen should not be declared as permanent workmen and wages and consequential benefits be not paid to concerned workmen.

Date: 19-12-2025

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 498.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **महानगर गैस लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री दुर्गाप्रसाद लालचंद कनौजिया** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 57/2003)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. एल -30012/32/2003-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 498.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 57/2003)** of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Mahanagar Gas Limited** and **Shri Durgaprasad Lalchand Kanojia** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. L-30012/32/2003-IR(M)]
SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/57 of 2003

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No.1 M/s. Mahanagar Gas Limited

Managing Director,
Mahanagar Gas Limited
Pay and Accounts Building
Bandra Kurla Complex, Bandra (E)
Mumbai

AND

THEIR WORKMAN.

Party No.2 (Mr. Durgaprasad Lalchand Kanojia)

C/o. Aboo Talib, General Secretary,

1st Floor, 25/26, Pinjari Chawl,

K. K. Marg, Jacob Circle,

Mumbai- 400 011.

APPEARANCES:

Management : No appearance.

Workmen : No appearance.

AWARD

(Delivered on 18-12-2025)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L-30012/32/2003 (IR(M) dated 16.09.2003. The terms of reference given in the schedule are as follows:

"Whether the action of the Mahanagar Gas Ltd., Mumbai in terminating the services of Mr. Durgaprasad Lalchand Kanojia w.e.f. 7.12.1999 is legal and justified? If not, to what relief the concerned workman entitled to?"

2. The case is called out today. Both parties are absent. From perusal of record, it is apparent that, the petitioner and his counsel are not responding and attending the Court since 08.03.2022. Today, both parties are absent. One application dated 09.07.2024 has been moved by the respondent for passing of dismissal order in the absence of the petitioner as well as non-compliance of the order of this court. Although, Statement of Claim and Written Statements have been filed by the parties respectively, but 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

The action of the Mahanagar Gas Ltd., Mumbai in terminating the services of Mr. Durgaprasad Lalchand Kanojia w.e.f. 7.12.1999 is legal and justified. The concerned workman is not entitled to any relief.

Date: 18-12-2025

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मेसर्स एचपीसीएल ऑटो केयर सेंटर; मेसर्स विशाल एंटरप्राइजेज** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अशोक दयाशंकर त्रिपाठी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.- 01/2025)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-13]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 499.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 01/2025)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s HPCL Auto Care Centre; M/s Vishal Enterprises** and **Shri Ashok Dayashankar Tripathi** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-13]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,

MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT-01 of 2025

Parties: Employers in relation to the management

1. HPCL Auto Care Centre

3/4, S.V. Road, Gurunanak Road, Bahndra(W),

Mumbai -400 050.

2. M/s . Vishal Enterprises

405, Amitk Court, Near mangla Talkies,

Shivaji Nagar,

Pune-411005.

V/s.

Shri Ashok Dayashankar Tripathi,

SP Road, SAngam Nagar, Wadala(East)

Mumbai-400 037.
Artificial Limb Centre Employees Union,

73, Wwanwarie Bazar,

Pune-411040.

Appearances:

For the first party Management : Mr. L'Dousza(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. B.ALC©-I/8/(15)2023-B-2 dated 23/10/2024 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 termination of service of Shri Ashok Dayashankar Tripathi by M/s Vishal Enterprises, Contracotr of M/s. HPCL Auto Care Centre(T&E) is legal and justified? If not, what relief the workman is 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****;*

The Second party workmen by its application dated 01.04.2025 desired to withdraw the present dispute and prayed that the second party workmen be allowed to withdraw the dispute.

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

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, 27 मार्च, 2026

का.आ. 500.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **एयरपोर्ट अथॉरिटी ऑफ़ इंडिया** के प्रबंधतंत्र के संबद्ध नियोजकों और **मोहम्मद गौस, सुपरवाइज़र** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 54/2012)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. एल-11011/4/2012-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 500.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 54/2012)** 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 **Aiports Authoritys of India** and **Mohd Gouse, Supervisor** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. L-11011/4/2012-IR(M)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of January 2026

INDUSTRIAL DISPUTE No. 54/2012

Between:

Mohd Gouse Supervisor (Lifts)

Airports Authority of India

Hyderabad Airport 500016.

….. Petitioner

AND

Airport Director,

Aiports Authoritys of India,

Hyderbad Airport 500016.

…. Respondent

Appearances:

For the Petitioner : Sri Mohd. Ghouse, Advocate

For the Respondent: M/s. A.K.Jayaprakash Rao, Govind &

Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-11011/4/2012-IR(M) dated 11th September 2012 has referred the Industrial Dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication by this Tribunal to the following fact.

SCHEDULE

"Whether the action of the management of Airport Director Begumpet Airport Hyderabad unchanging service conditions of the workman Shri Md. Gouse Sr. Assistant (Lift) is legal and justified? What relief the workman is entitled to?"

After receiving the schedule, it was registered as I.D. No. 54/2012 and notices were served upon the parties.

petitioner has filed the claim statement with the averment that on 23.03.2008 at 00.00 hours the Commercial operations of International Airport were shifted to Rajiv Gandhi International Airport at Shamshabad without notice, without informing to the workmen and not following Provisions of sec 9A of the I.D Act. It resulted into a lot of hardship to the workmen and adversely affected the service conditions of the workmen. Petitioner has filed the cases for protection of service conditions of the workman as member of AAWU and Branch secretary of the union Branch at Hyderabad.

Petitioner workmen has filed 2K petition before ALC for not extending the facilities for three shifts, 64 hours O. T, night duty wages, shift timings, change of weekly off and deploying one shift in general duty vide schedule IV Item No. 4,5,6,8,11 under sec 9A. Conciliation meetings went on till Nov.2008.There was no settlement, or no failure report was sent. A complaint was filed under sec 33 A before ALC, and notice was issued to the employer management. The management sought a letter that the workmen can be accommodated in other job also during conciliation. This Petitioner gave the 3 options in the branches of Law, land, terminal. Management and he was posted at ATM duty along with the lift operation duty vide duty roster of ATM and S.M.Elect vide office Note No AAU/HY/ENGG(E) staff from 8.02.2009 with 64 hours O.T one day morning and one day evening duty with Monday weekly off as agreed by the Senior Manager Law.. This continued up to 24th July 2010 the day on which the claim statement was filed in I.D 18/2010 on 22.07.2010 on 24.07.2010 the Respondent was necked out of the ATM duties by S.M terminal management. Then this Respondent filed a representation to the management and the R.L.C. while performing lift duties with the same timings. The roaster was changed on 22.09.2010 changing all the agreed terms before the A.L.C. Then the Respondent filed 2K petition before the R.L.C on 22.09.2010 file no 8/9/2008-09 and the matter could not settle and F.O.C report was sent to the Secretary Union Labour Ministry which was referred to CGIT and it was taken as I.D 54 of 2012.

Airport Authority Kamgar Uinon AAKU) filed 2k petition this unions filed the cases for protection of service conditions of the workmen settlement before A.LC as per the terms of the settlement u/s.12 (3) of ID management agrees to arrange round the clock shift duties as per the previous practices for the workmen of the Engg. And operational category admittedly I am in Engg. Service and according to AAI operational category Engg. Wing shortage and there is to post of Superintend and Senior Supt (Lifts) as per the seniority list. For proper maintained either O.T or Manpower required.

Petitioner submitted that he was working as workman Supervisor (Lifts) Technical block lifts since 1980 at Begumpet, Hyderabad. I am Supervisor (Lifts) and I was authorized to operate and maintenance of Four (4) l8ifts and Three (3) Escalators in airports authority of India which is a profit making Public Enterprise awarded with Mini-Ratna Category- 1 award. This public Sector Enterprise is the profit making. In the year 2011 after tax increased the profit has raised from Rs.712.29 crores to Rs. 846.39 crores. Employer alternation of condition of service during pendency of proceedings of I.D.18 of 2012. Employer change the duties weekly off, place of duties, timing, starting the shift withdrawal the Three Shifts, then two shifts then one shift now general shift from 9.30 AM to 5.30 PM 6 days week instead of 5 days and violation his own order vide NoAAI/SR/M/2-1(11)EH dtd 06-03-29 and withdrawal over time, without intimation, contrary to sec 9 A of 1.D. Act and contrary of Sec.33 A and the direction of Jt. Genl. Manager (Electrical), dtd: 26-03-2009 vide Ref. letter No. AAI/HY/Engg./(E) Staff and the order of ALC in file No. 8/9/2008-09. The applicant was troubled with three days on 19th 20th and 21 may 2010 for these three days the applicant was shown as absent statement in June 2010 and 3 days C.L. was debited, for same three days H.L. was debited and also same three days C. Off was debited and E.OL was. In the month of June 2010 pay was recover from the salary.

The duty of Petitioner Mohd Ghouse was changed on 22-12-2008 not in accordance with section 9A of the ID Act, and posted in general duty, an application for conciliation was filed before the RLC. During the conciliation proceedings the Senior Law Manager, has given an undertaking that the applicant shall be posted in shift duty if he agrees to a place posted at some other place. This applicant agreed and was posted on shift duty at the ATM on 08-02-2009 with 64 hours over time, weekly off on Monday, and double duty on Sunday. One day morning M-6A.M to 1.P.M and next day Evening duty 2P.M to 10 P.M All of a sudden on 25-07-2010 while he was on duty in Terminal Management he was asked to get out from the duty and was not given the roaster nor the reliving letter with a direction where to report and not furnishing the Leave entitlement and Compensatory off.

That the management refused to take the workman on round the clock three shifts duties with effect from 26-07-2010 and informed him verbally that his A.T.M duty and over time were withdrawal and management deployed a office Assistant non workman from land management section in my place and providing the facilities available to him because he was local president of recognized union and started harassing workman it is violative of item No 6 and 8 of schedule IV Su 9.A of 1.D.Act 1947. It is submitted that Both Terminal R.G.T. and NTR Earlier There werel2L lift operator for three escalators and five lifts and now there are only one General shift have been

working without O.T and night wages with likewise Timing and weekly off. The workman belonging to the other two unions are not treated at par with reference to the members of the recognized union. Their timely up-Gradations were not given. They were changed from their duty places without information or notice and were troubled march at the behest of the recognized union. There are many such sufferers and some of them are Mohd.Ghouse K.Veeriah, C.Anjaiah. .T.L Satyanarayana and many other retired workmen and others.

Lift operators is in scale of Rs 330-10 as 1200-30 CDA scale has been changed as 2950-90-5400 so lift operators will clubbed with other Cadre who are in 2950 scale whatever may call name implement as ratio 40; 30; 30; vide order no pers/mpp/1106/99/2005 dt 31-5-07 in this connection, it is retreated that notional benefits due to restructuring will be given from w.e.f 1-1-1997 in workmen there is no dying cadre at all in workmen they will be up graded in time bound ways and higher pay scale will be given recruited on or before 1980 persons recruited in 1986 as electrical khlasi Non I.T.L. Non Metric have got 4 to 5 up gradation to the level of senior superintends leaving these three original lift operators as on 31-3-1995 on record 12 lift and escalators operators as on 31-3-1997.

Further, Petitioner claims that his primary duty is to Vide letter no AAI/HY/AM (E) IN/LIFTS Dated 7.7.1999 operation of lifts and Escalator at Hyderabad Airport. the lift operator shall be responsible for operation and maintenance of lifts and escalator available at N.T.R. Domestic Terminal, R.G.T. and technical block at Hyd Airport the lift operator should be available at R.G.T. during working hours and shall attend to Emergency calls and V.VIP moments.

S NO 8 Srinivas D Deployed as ATM duty in place of the petitioner because he was Local Branch President of Recognized Union

Petitioner submitted that he belongs to Classified regular Division therefore my post is nontransferable in nature, and I was absorbed with the Airport Authority of India on 01/07/1990 along with 1700 personnel working with my erstwhile department. My name was sponsored by the regional employment exchange technical along with 56 candidates for two sanctioned post 1 It is therefore prayed that authority may be pleased to direct the Respondent to restore to the position of this Workman to the position with anti to dt 23-03-2008 or 25-07-2010 which he was performing shifts duties since 15-05-1980 and 08-02-2009 as lift. operator and A.T.M.

3. Per contra, Respondent has filed the counter. Therein, Respondent has contended that, the allegations of workman that this Respondent Management adopted unfair labour practice and changed the service conditions is devoid of any truth and the said allegations were made by the workman only for self-serving purpose. This Respondent humbly submits that the workman has filed Claim Statement and traversed beyond the scope of the reference, referring to various other cases which has no relevance to the present case and the workman is in the habit of creating disputes and harassing the management and disturbing the peace in the administrative office. service conditions of the workman as alleged and this Respondent Management has not violated any provisions of the Industrial Disputes Act. This Respondent respectfully submits that on 23-03-2008 the commercial operations of International Airport were shifted to Rajiv Gandhi International Airport, Shamshabad. This Respondent further submits that the workman union and some other unions filed Writ Petitions before the Hon'ble High Court of Andhra Pradesh with regard to shifting of Airport and the Hon'ble High Court dismissed the Writ Petitions on 06-07-2009 stating that their service conditions were not altered. It is respectfully submitted that the Begumpet Airport is still in operation and its employees are performing their duties at Begumpet Airport. It is further submitted that the workman is always in the habit of misleading and misrepresenting the facts of the case and also misguiding the other workmen, thereby creating industrial unrest. This Respondent further submits that the workman has no locus-standee of filing the cases by showing him as Union representative or Branch Secretary of Airports authority of India Workers Union. This Respondent further submits that there is no intimation to the management that the workman is Branch Secretary to the Airports authority of India Workers Union and said This Respondent respectfully submits that there is no change in the union was not recognized by the management. This Respondent submits that the Begumpet Airport of Hyderabad was closed for commercial aircraft operations which were shifted to Shamshabad Airport vide Central Govt. Notification dated 10-03-2008. It is further submitted that both the terminal buildings-NTR Terminal building and Rajiv Gandhi Terminal building are not operated, as there are no commercial passenger movements from Begumpet Airport. Therefore, the escalators those Terminal Buildings are not functioning for passenger Therefore, the workman was transferred from Hyderabad to Rajahmundry Airport by order dated 23-08-2012 and he was relieved from his duty, but he failed to report for duty at Rajahmundry till this day. This Respondent further submits that the workman has filed Writ Petition before the Hon'ble High Court of Andhra Pradesh questioning the transfer order and the Hon'ble High Court did not grant any order in his favour and ultimately the workman has withdrawn the Writ Petition No.27455 of 2012 and the same was dismissed as withdrawn by order dated 19-09-2013 and the Hon'ble High Court did not grant any liberty to the workman.

This Respondent submits that consequent to the closure of commercial operations at Begumpet Airport, only the departments like ATM,CNS, Engineering, Land Management, Commercial, Finance, HR and Fire Services etc., are functioning with employees numbering approximately 100 are working. This Respondent further submits that the workman was working as Lift Operator and due to the shifting of commercial operations from Begumpet to Shamshabad, no lift is required and hence the workman was transferred to Rajahmundry Airport.

This Respondent submits that the allegation of workman with regard to study leave, it is submitted that there is no provision under the Airports Authority of India Leave Rules and Regulations for granting study leave. This Respondent further submits that the workman has been absorbed purely on technical basis for operating lifts. Therefore, his services cannot be utilized in any other filed. This Respondent submits that the case law referred by the workman has no relevance to facts and circumstance or case of workman.

This Respondent submits that since the commercial operations were shifted to Shamshabad, there is no requirement of Lift Operators. Therefore, this Respondent did not extract any overtime and night wages are not the matter of right of the workman until and unless the workman does overtime and night duties. This Respondent, therefore, humbly submits that the workman does not have legal or vested right to claim any wages for overtime and night allowance. This Respondent further denies the allegation of the workman that he was discriminated among the other two unions and the workman is put to strict proof of the same.

This Respondent submits that the workman was absorbed from CPWD from 01-07-1990 with the option of abiding by the terms and conditions of Public Sector Undertaking with prescribed medical facilities and other staff welfare-oriented schemes in this National Airports Authority of India. This Respondent submits that the CGHS facility available with the Central Govt., le., CPWD the workman can directly approach CPWD what are the subscriptions that were deducted from his portion of salary. This Respondent respectfully submits that no amount has been deducted towards CGHS, and therefore this Respondent is not liable to extend 4 facility/2 0 arty.

This Respondent submits that the workman is claiming the higher scale of pay and the reference herein is only in respect of change of service condition. Therefore, the workman is stopped from making any claim other than the reference.

Further, it is contended that allegation of the workman that Mr. Srinivas was deployed as ATM duty in place of the petitioner, because he was local president of recognized union, is absolutely incorrect. Petitioner has no legal or vested right to question the administrative functions and cannot dictate term to the Respondent Management. Therefore, prayed to answer the reference, rejecting the claim statement of the workman.

In support of claim statement, petitioner has filed Chief statement affidavit of WW1 and also filed photocopies of the document. On the other hand, Respondent has filed Chief affidavit of the witness MW1.

Heard the argument of learned counsel for either parties.

Ongoing pleading of both the parties following issues emerged for determination in the present case: -

1. Whether the action of management of Airport director, Begumpet Airport, Hyderabad, in changing the service condition of the workman, Shri Mohammad Ghouse, Senior Assistant Lift, is legal and justifiable?

2. Whether the petitioner is entitled to the relief claimed?

Findings: -

Issue No.I:-

In support of the averment made in the claim statement, petitioner in oral evidence has submitted his own Chief statement affidavit and therein he has reiterated the averment made in the claim statement. Petitioner witness was cross-examined by the Respondent Counsel and in cross-examination WW1 has stated that it is true that in chief examination he has not marked any document, although he has submitted list of documents along with the claim statement. Further, witness admits that it is true that he has not mentioned what service conditions have been changed by the Respondent. Further, in reply to the question by the Respondent that what changes of service condition made by the Respondent the Petitioner witness WW1 state that at the Airport, its employees working as shift-duty round the clock 24/7 as on today continuing in Begumpet Airport without change of any salary, workplace, or overtime allowances. Further, witness states that it is true that whenever worker is working overtime, Respondent used to pay the overtime wages. Further, witness states that at Begumpet Airport, VIPs and commercial flights are coming and landing. Further, witness state that it is not true to suggest that Respondent is not extracting overtime and night work from the workers, and that they are not entitled to any allowances. It is not true to suggest that there is no change of service condition due to the change of Airport from Begumpet to Shamshabad.

Thus, petitioner has failed to substantiate his claim by oral or documentary evidence about the change in the service condition due to shifting of the commercial flights from the Begumpet Airport to Shamshabad Airport. Further, petitioner has failed to specify and establish by evidence that what are those service conditions of the Petitioner that has been changed to the prejudice of the interest of the Petitioner. Petitioner failed to produce any oral or documentary evidence on record in support of his claim about change in service condition. However, Petitioner witness has admitted in cross examination that they are doing the same work and are being paid as in the past.

Moreover, Respondent has filed chief statement affidavit of the witness MW1, wherein the witness has reiterated the contention made in the counter. This witness was cross-examined by the petitioner and in his cross-examination, witness states that, due to official requirement, only one lift is in use for the terminal building, and the

technical block lift is working till date for operational purposes. Further, Respondent witness state that it is not true to say that even today ATC works around the clock but work only for operational requirements. Furthermore, MW1 states that it is not true that the petitioner has illegally transferred and changed his service condition, but his transfer was on administrative grounds. Further, suggestion was given to the witness that only support the rival union, petitioner has been transferred to Rajmundry has been denied by the witness. Further, witness state that at Rajmundry there is no lift, but a conveyor belt post exists at the Rajmundry airport.

Thus, on appreciation of evidence of by either parties, I am constrained to come to conclusion that the petitioner has failed to substantiate his claim of a change in his service condition. However, the petitioner Sri. Gouse Mohd has attained the age of superannuation on 30. 06.2014 and retired and has settled all his claims with Respondent Management. Therefore, claim of the Petitioner has become infructuous as no cause of action survives on account of his retirement, and no relief could be granted to the petitioner. Thus, petitioner had attained the age of superannuation on 30th June 2014 and has settled all his claims with the Respondent. Therefore, dispute relating to the petitioner's claim about change in service conditions anted dated 23rd March 2008 has become infructuous and with retirement of Petitioner from service after attaining superannuation age, the employer-employee relationship between Petitioner and Respondent has come to an end and remedies of service law like change in service condition are generally prospective and tied to active service. Therefore, this court cannot typically order to be place in a specific active-duty post or reverse the past order as if the employer was still in service.

Therefore, in view of the foregone discussion I am constrained to hold that the action of the Respondent management of the Airport director, Begumpet Airport, is legal and justified, as the petitioner failed to substantiate his claim regarding change in service condition. Further, due to retirement of Petitioner after attaining the age of superannuation on 30.06.2014. the cause of action with referred dispute does not service hence became infructuous. This issue is decided against the petitioner.

Issue No. II: -

In view of the discussion and findings given at point no. 1 Petitioner is not entitled to any relief and claim statement filed by the Petitioner deserved to be dismissed.

AWARD

The action of the management of Airport Director, Begumpet Airport Hyderabad is held legal and justified. The claim petition sans merit stands 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 6th day of January 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Mohd. Gouse	MW1: Sri Christopher James Manuel

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 मार्च, 2026

का.आ. 501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **जेपी हिमाचल सीमेंट ग्राइंडिंग एंड ब्लेंडिंग यूनिट लिमिटेड; अल्ट्राटेक सीमेंट लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पंकज कुमार** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़, पंचाट (रिफरेन्स न.- 53/2015)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-14]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 501.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 53/2015)** of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **JAYPEE Himachal Cement grinding & Blending Unit Ltd; Ultra Tech Cement Ltd.** and **Shri Pankaj Kumar** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-14]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 53/2015

Registered on:-29.03.2016

Pankaj Kumar S/o Sh. Rattan Lal R/o Village Behni, P.O. Masswal, Tehsil Anandpur Sahib, Distt. Rupnagar.

-------- Workman

Versus

1. General Manager, JAYPEE Himachal Cement grinding & Blending Unit Ltd. Village, Bagheri, Distt. Solan (H.P).

2. Managing Director, Ultra Tech Cement Ltd, through Registered Office at B Wing, Ahura Centre, 2nd Floor, Mahakali Caves Road, Andheri (East) Mumbai-400093.

----Respondents

Present :- Sh. R P Rana, AR for Workman.

Sh. S C Gupta, AR for Respondent No.1 and 2.

Award/Order : 09.01.2026

1. Workman has filed the present claim petition under Section 2(A) of the Industrial Dispute Act, 1947 (hereinafter called as the Act) against termination dated 17.05.2015 claiming reinstatement into service along with continuity of service and full back wages.

2. In this case, an application under Section 151 of the Code of Civil Procedure, 1908 on behalf of respondent no.1 was filed for dropping the proceedings against it. It is maintained in the application that vide order dated 03.06.2024, Hon'ble National Company Law Tribunal, Allahabad Bench, Prayagraj (hereinafter called as Hon'ble NCLT, Allahabad) has appointed Resolution Professional (RP) of the management in case titled as ***ICICI Bank Ltd. V/s Jaiprakash Associates Ltd.*** In the said case, Hon'ble NCLT, Allahabad has passed following observations:-

"102. As a necessary consequence of the moratorium in terms of Section 14, the following prohibitions are imposed, which must be followed by all and sundry:

a. the institution of suits or continuation of pending suits or proceedings against the corporate debtor including execution of any judgment, decree or order in any court of law, tribunal, arbitration panel or other authority;

b. Transferring, encumbering, alienating or disposing of by the corporate debtor any of its assets or any legal right or beneficial interest therein;

c. Any action to foreclose, recover or enforce any security interest created by the corporate debtor in respect of its property including any action under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;

d. The recovery of any property by an owner or lessor, where such property is occupied by or in the possession of the corporate debtor.

e. It is further directed that the supply of essential goods or services to the corporate debtor as may be specified, shall not be terminated or suspended or interrupted during the moratorium period.

f. The provisions of Section 14(3) shall, however, not apply to such transactions as may be notified by the Central Government in consultation with any financial sector regulator and to a surety in a contract of guarantee to a corporate debtor.

g. The order of moratorium shall have effect from the date of this order till completion of the corporate insolvency resolution process or until this Bench approves the resolution plan under sub-section (1) of Section 31 or

passes an order for liquidation of the corporate debtor under Section 33 as the case may be."

3. In view of the above, AR for Respondent No.1 contended that all the proceedings pending before any Tribunal cannot go on against respondent no.1 and he prayed that reference my kindly be dropped in the interest of justice.

4. On the other hand, ld. counsel for workman contended that in this case, Jaypee Cement Company have been bought by Ultratech vide tripartite agreement dated 29.06.2017. He further referred to para 3 of the tripartite agreement executed by and between Jaypee Cement and Ultra Tech Cement, vide which Ultratech Cement company had agreed that it shall bound and liable for all the liabilities, obligations and to run the project on the terms and conditions as specified in the MOUs dated 09.07.2004, 18.08.2010. He thus contended that proceedings may not be dropped and workman be allowed to continue with the case as all the liability of Jay Pee Cement has been take over by Ultra Tech Cement as per tripartite agreement dated 29.06.2017.

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

6. The present claim statement has been filed by workman and now the workman wants to continue the present case in view of the tripartite agreement executed between Jay Pee Cement and Ultratech Cement dated 29.06.2017. However, in this regard, it is pointed out that ICICI Bank has gone before the Hon'ble NCLT, Allahabad for liquidation of Jaypee Cement and Hon'ble NCLT, Allahabad vide order dated 03.06.2024 in the above mentioned case, had stayed all the proceedings before any Tribunal as per para 102 as reproduced above. Now the effect of tripartite agreement would be seen by the Hon'ble NCLT, Allahabad at while disposing of the petition of ICICI Bank. Since all the proceedings have been stayed by Hon'ble NCLT, Allahabad as per Para 102 as reproduced above of its order dated 03.06.2024 and it would be a futile exercise to proceed further with the present reference as all the proceedings before this Tribunal had already been stayed by the Hon'ble NCLT, Allahabad.

7. In view of this, the application is allowed and reference is dismissed. Workman can proceed further before Hon'ble NCLT, Allahabad as per law.

8. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication. File after completion be consigned to the record room.

KAMAL KANT, PO-Cum-Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 502.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **मॉयल की बालाघाट माइंस** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री राजेश भरतलाल नायक** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 55/2015)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. एल-27012/2/2015-आईआर(एम]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 502.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 55/2015)** of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Balaghat Mines of MOIL** and **Shri Rajesh Bhratlal Nayak** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. L- 27012/2/2015-IR(M)]

SALONI, Dy. Director

ANNEXURE

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

NO. CGIT/LC/ R/55/2015

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Rajesh Bhratlal Nayak,

Gandhi Ward, Near talkies cinema,

Mukam Post- Ramtaik, Tehsil- Ramtaik,

Distt.- Nagpur(MS)-Nagpur - 441106

Workman

Vs

The Mines Manager,

Balaghat Mines of MOIL,

PO- Bharveli, Tehsil & Distt.- Balaghat(MP),

Balaghat – 481102

Management

(JUDGMENT)

(Passed on this 10th day of December, 2025)

As per letter dated 05/06/2015 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under ***Section-10 of Industrial Disputes Act, 1947*** (in short the '***Act***'), now The Industrial Relations Code 2020 (in short the Code) as per Notification ***No. L-27012/2/2015(IR(M))*** dt. 05/06/2015. The dispute under reference relates to:-

"क्या खान प्रबंधक बालाघाट माईन्स ऑफ मॉयल लिमिटेड, पो.आ. भरवैली, तहसील व जलि - बालाघाट (मध्य प्रदेश) द्वारा आवेदक श्री राजेश भरतलाल नायक, पूर्व पीस रेट कामगार को उनको दिये गये आरोप-पत्र क्रमांक BGT/Aroppatra/4679, दिनांक 14/09/2005 पर कोई कार्यवाही न कर पुनः लगभग 13 वर्षों बाद आरोप-पत्र क्रमांक 39(1)/CS/BGT/13-14/853, दिनांक 18/06/2013 जारी कर अपने आदेश क्रमांक BGT/39/(1)73, दिनांक 08/09/2014 द्वारा सेवा से निष्कासित करना उचित है? यदि नहीं तो कर्मकार क्या अनुतोष पाने का अधिकारी है ?"

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

The case of the workman is mainly that he was appointed on 06.11.1996 on compassionate ground, was transferred from Mansor Mines were he was working to Bharveli Mines vide order of Management dated 02.12.1999 and was relieved on 08.12.1999 with a direction to report on at the place of his transfer. He could not report on place of his transfer because he met an accident while shifting his family and received serious injuries. He informed the Management about the accident and requested them to extend time for reporting at the place of transfer. He was issued a charge-sheet on 14.09.2005 alleging him misconduct by way of unauthorizedly and willfully absenting himself from work without any information to management or getting any leave sanctioned. According to him, he submitted reply of the charge sheet. Management, issued a second charge sheet with same allegations on 18.06.2013 and conducted enquiry within one year without following principles of natural justice and rules. No opportunity of cross-examination of witness was given to the Workman.

The case of the management is mainly that, they have panel of doctors, qualified enough to treat the sick employees of management, the Workman never reported sick nor did he inform management about his sickness and he did not submit any application for leave with medical certificates. He kept himself absenting for 5 years. He was issued a charge sheet on 14.09.2005, he submitted reply to the charge sheet on 26.09.2005. Thereafter, he again absented himself from duty without information for another 7 years and reported at workplace thereafter. He was issued a second charge sheet with regard to his unauthorized absence from 09.12.1999 to 11.12.2012 on date 18.06.2013.

Charges against were as follows: -

Clause 29(A) (10):

Leaving work without permission.

Clause 29(B) (5):

Habitual late attendance and habitual absence without leave or without sufficient cause.

Clause 29(B) (9):

Habitual indiscipline.

Clause 29(B) (15

Continuous absence without permission or without satisfactory reason for more than 10 days.

He submitted his reply on 09.07.2013, considering his reply not sufficient, Management decided to conduct a

departmental enquiry in which the Workman participated.

Evidence of the management was taken on that date which was mainly documents. The Workman cross-examined himself in the enquiry. The Enquiry Officer submitted his report on 18.09.2013 holding the charges proved. The Workman submitted reply of the show-cause notice issued to him and enquiry report on 26.11.2013 which was found unsatisfactory and order of dismissal of his services was passed by Disciplinary Authority on 09.04.2013. Thus according management there is no illegality or material irregularity of any kind in the enquiry.

Following preliminary issue was framed vide order dated 23.02.2024.

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

Management filed and proved enquiry documents. They filed affidavit of its witness as his examination-in-chief. He has been cross-examined by Workman Side.

The Workman filed his affidavit as his examination-in-chief he has been cross-examined by management.

On the basis of the arguments and record, preliminary issue was decided vide order dated 07.03.2025, holding the departmental enquiry just, legal and proper. This order is part of this Award.

Following additional issues were framed thereafter:-

1. ***Whether the charges have been rightly held proved from evidence in enquiry?***
2. ***Whether the punishment is proportionate to the charges?***
3. ***Whether the workman is entitled to any relief?***

No evidence was filed by any of the parties on additional issues.

I have heard arguments of Learned Counsel Mr. Uttam Maheswari for Workman and Learned Counsel Mr. Neeraj Kewat for Management and have gone through the record. Management side has filed written submissions also which are part of record. I have gone through the written submissions as well.

Additional Issue No.1,

Charges against the workman have been detailed earlier.

Case of management is that the workman first absented himself from 09.12.1999 till 11.07.2005 , he was issued a charge sheet dated 14.09.2005 in this respect and submitted his written explanation in this respect but he did not report on duty even thereafter till 11.12.2012, hence, repeated his misconduct which he had committed earlier. Thus, the fresh charge with respect to unauthorized absence from 2005 to 2012 was added in the charge sheet and enquiry proceeded. This pleading is supported from record. Hence, it cannot be said that the enquiry was initiated with unexplained inordinate delay. In total, the workman has been alleged to have absented himself from duty unauthorizedly and willfully without intimation or any leave sanctioned.

Perusal of record of enquiry shows that regarding his absence from 1999 to 2005, the workman took a case that he was sick and had informed the management accordingly in his reply to the first charge sheet regarding his absence from 2005 to 2012, the workman took a case that he was ill for the said period also, his this defense taken during enquiry is not supported by medical evidence.

The Enquiry Officer found during his enquiry that the workman was transferred in the year 1999 and since then he absented till 2012 and never reported on duty. It is also found during the enquiry that the establishment has its own medical facilities, having qualified doctors and good hospital. The workman was required to avail this facility which he did not.

The settled proposition of law with respect to proof of charges in a departmental enquiry is that the charges need not be proved beyond reasonable doubt as they are required to be proved in a criminal trial.

Testing the evidence during the enquiry on these parameters, the charges are held to have been rightly proved as recorded by the Enquiry Officer.

Additional issue No. 1 is answered accordingly.

Additional Issue No. 2,

The charges proved are unauthorized and wilful absence from workplace for 13 years. No employer can afford such an employee. Hence, the punishment of dismissal from service is held not disproportionate to the charge proved.

Additional issue No. 2 stands answered accordingly.

Additional Issue No. 3,

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

Additional issue No. 3 stands answered accordingly.

No other point was pressed.

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

AWARD

"The action of management, M.O.I.L. Limited in terminating the services of workman, Rajesh Bharatlal Nayak on the basis of charge sheet dated 18.06.2013 as mentioned in the reference, is held just, legal and proper and the workman is held entitled to no relief. "

No order as to cost.

DATE:- 10-12-2025

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 503.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. अप्पाला राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 57/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-55]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 503.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 57/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Appala Raju** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-55]

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. 57/2017

Between:

K. Appala Raju,

S/o K. Sathyanarayan,

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. 83,444.92ps 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 898 working days, amounting to Rs. 83,444.92ps 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.83,444.92ps. 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.83,444.92ps. 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. 23 and against his name the total number of working days 898 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. 23 name of the Petitioner, Sri K. Appala Raju, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,444.92ps 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, 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. 83,444.92ps. 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.83,444.92ps. 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. 83,444.92ps. 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 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. Appala 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 मार्च, 2026

का.आ. 504.—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. कृष्णा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 58/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-56]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 504.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 58/2017)** 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. Krishna** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-56]

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. 58/2017

Between:

M. Krishna,

S/o M. Narsing 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. 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.72 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. 72 name of the Petitioner, Sri M. Krishna, 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 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. Krishna	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1: Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.

Ex.W2: Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.

Ex.W3: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015

Ex.W4: Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor

Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of 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 मार्च, 2026

का.आ. 505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. पोथु राजू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक**

अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 59/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-57]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 505.— In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 59/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Pothu Raju** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-57]

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. 59/2017

Between:

K. Pothu Raju,

S/o K. 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. 83,073.23ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 894 working days, amounting to Rs. 83,073.23ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide

(Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the

work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

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

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further,

witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,073.23ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,073.23ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 6 and against his name the total number of working days 894 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. 6 name of the Petitioner, Sri K. Pothu Raju, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,073.23ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,073.23ps. 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.83,073.23ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides

that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,073.23ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 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. Pothu 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 मार्च, 2026

का.आ. 506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. टाटा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 60/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-58]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 506.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 60/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri D. Tata Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-58]

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. 60/2017

Between:

D. Tata Rao,

S/o 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. 61,178.00ps 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 756 working days, amounting to Rs. 61,178.00ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also

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

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract

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

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

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

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date

of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.61,178.00ps. 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.61,178.00ps. 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. 45 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. 45 name of the Petitioner, Sri D. Tata Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.61,178.00ps 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. 61,178.00ps. 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.61,178.00ps. 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. 61,178.00ps. 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 6th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri D. Tata 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 मार्च, 2026

का.आ. 507.—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. सूर्यनारायण** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 61/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-59]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 507.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 61/2017)** 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. Suryanarayana** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-59]

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. 61/2017

Between:

M. Suryanarayana,

S/o Gurumurthi,

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. 56 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. 56 name of the Petitioner, Sri M. Suryanarayana, 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 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. Suryanarayana	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 मार्च, 2026

का.आ. 508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बी. गोविंदा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 62/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-60]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 508.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 62/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri B. Govinda Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-60]

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. 62/2017

Between:

B. Govinda Rao,
S/o B. 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 for the recovery of the amount Rs. 83,630.77ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 900 working days, amounting to Rs. 83,630.77ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359

dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period

of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

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

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

the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.83,630.77ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.83,630.77ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 57 and against his name the total number of working days 900 has been recorded. Further, document Ex. W15 is the statement of full and final amount calculation, and these details has been prepared and signed by the authorized signatories of Respondent No.2. This document goes to show that at Sl. No. 57 name of the Petitioner, Sri B. Govinda Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,630.77ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,630.77ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, 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.83,630.77ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore,

Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section

21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as

per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,630.77ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 6th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri B. Govinda 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 मार्च, 2026

का.आ. 509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. गुरु मूर्ति** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 63/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-61]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 509.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 63/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Guru Murthy** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-61]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 7th day of January 2026

M.P. No. 63/2017

Between:

K. Guru Murthy,

S/o Guruvulu,

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

Visakhapatnam Steel Plant,

Visakhapatnam – 530031.

…. Petitioner

And

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

Appearance:

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

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

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

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 76,289.85ps 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 821 working days, amounting to Rs. 76,289.85ps 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.76,289.85ps. 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.76,289.85ps. 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. 2 and against his name the total number of working days 821 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. 2 name of the Petitioner, Sri K. Guru Murthy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.76,289.85ps 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. 76,289.85ps. 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.76,289.85ps. 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. 76,289.85ps. 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Guru Murthy	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 मार्च, 2026

का.आ. 510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस. अप्पा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 64/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-62]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 510.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 64/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri S. Appa Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-62]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,

Presiding Officer

Dated the 7th day of January 2026

M.P. No. 64/2017

Between:

S. Appa Rao,
S/o S. Simhachalam,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

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

Appearance:

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

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

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

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 81,865.23ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 881 working days, amounting to Rs. 81,865.23ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

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

approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect

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

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

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

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose

of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.81,865.23ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence

which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,865.23ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 15 and against his name the total number of working days 881 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. 15 name of the Petitioner, Sri S. Appa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,865.23ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 81,865.23ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,865.23ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover,

the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied

of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,865.23ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri S. 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 मार्च, 2026

का.आ. 511.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री ई. थाटा बाबू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 65/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-63]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 511.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 65/2017)** 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 E. Thata Babu** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-63]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 65/2017

Between:

E. Thata Babu,
S/o E. Appala Swamy,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.

2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 81,865.23ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 881 working days, amounting to Rs. 81,865.23ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent

acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

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.81,865.23ps. along with the interest for the work under contract is not maintainable under section 33-C (2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in

evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)

Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009

2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.

3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)

4. In this connection you are requested to kindly note the following points for compliance

a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates

b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,865.23ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 14 and against his name the total number of working days 881 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. 14 name of the Petitioner, Sri E. Thata Babu, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,865.23ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which

is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 81,865.23ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,865.23ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the

Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of

Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,865.23ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri E. Thata Babu	MW1: Sri Bammadi Joga Rao
	MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.
Ex.W13:	Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.
Ex.W14:	Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.
Ex.W15:	Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

Presiding Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 512.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. अप्पाला रेड्डी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 66/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-64]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 512.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 66/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri D. Appala Reddy** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-64]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 66/2017

Between:

D. Appala Reddy,
S/o D. Appa Rao,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 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. 20 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. 20 name of the Petitioner, Sri D. Appala Reddy, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,909.54ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 83,909.54ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want

of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.83,909.54ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any

gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked

with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,909.54ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri D. Appala Reddy	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax,

Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 मार्च, 2026

का.आ. 513.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वाई. श्रीनिवास राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 67/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-65]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 513.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 67/2017)** 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. Srinivasa Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-65]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 67/2017

Between:

Y. Srinivasa Rao,
S/o Y. Jagannadham,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 84,002.46ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work

contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the 86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 904 working days, amounting to Rs. 84,002.46ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned

authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-

contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months

commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries"

pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

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

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by

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

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the

payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.84,002.46ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)
Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009
2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.

2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.
3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)
4. In this connection you are requested to kindly note the following points for compliance
a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates
b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.84,002.46ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 65 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. 65 name of the Petitioner, Sri Y.

Srinivasa Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.84,002.46ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 84,002.46ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.84,002.46ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish

that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides

that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable

of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 84,002.46ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Srinivasa Rao	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour

Commissioner (Central) Visakhapatnam dt: 20.07.2015

Ex.W5: Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.

Ex.W6: Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.

Ex.W7: Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.

Ex.W8: Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.

Ex.W9: Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.

Ex.W10: Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.

Ex.W11: Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.

Ex.W12: Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.

Ex.W13: Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.

Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

Presiding Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 514.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री डी. रमना** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 68/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-66]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 514.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 68/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri D. Ramana** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-66]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 68/2017

Between:

D. Ramana,
S/o D. Appa Rao,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.

2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,

Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 81,772.31ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the

86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 880 working days, amounting to Rs. 81,772.31ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the

amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly

establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

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

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent

did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.81,772.31ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that the rule of evidence Act do not apply strictly to the matter under I.D. Act. Therefore, evidence recorded in MPNo.2-2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)
Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009- 10/8090000359 dt: 12/09/2009
2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.
2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.
3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)
4. In this connection you are requested to kindly note the following points for compliance
a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates
b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s.

Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.81,772.31ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at Sl. No. 11 and against his name the total number of working days 880 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. 11 name of the Petitioner, Sri D. Ramana, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.81,772.31ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012

and he is entitled to receive Rs. 81,772.31ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.81,772.31ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract

labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled

to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between

Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 81,772.31ps. to the Petitioner within 30 days from the date of this order Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri D. 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, 27 मार्च, 2026

का.आ. 515.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री जी. कंठा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 69/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-67]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 515.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 69/2017)** 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. Kantha Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-67]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 69/2017

Between:

G. Kantha Rao,
S/o G. Suryanarayana,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
Rastriya Ispat Nigam Limit
Visakhapatnam Steel Plant,
Visakhapatnam – 530 031.
Andhra Pradesh.

2. Chairman & Managing Director,
Midfield Industries Limited
Plot No.6, Phase-IV Extn. I.D.A.
Jeedimetla,
Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
Rep. By Smt. J. Vijaya
Proprietrix,
Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 83,723.69ps 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 901 working days, amounting to Rs. 83,723.69ps 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.83,723.69ps. 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 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.83,723.69ps. 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 Sl. No. 31 and against his name the total number of working days 901 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. 31 name of the Petitioner, Sri G. Kantha Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,723.69ps 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, 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. 83,723.69ps. 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.83,723.69ps. 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 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,723.69ps. 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri G. Kantha 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

Presiding Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 516.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री बी. सूरी बाबू** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 70/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-68]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 516.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 70/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri B. Suri Babu** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-68]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer
Dated the 7th day of January 2026

M.P. No. 70/2017

Between:

B. Suri Babu,
S/o B. Appalanarasayya,
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 779 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. 41 and against his name the total number of working days 779 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. 41 name of the Petitioner, Sri B. Suri Babu, 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri B. Suri Babu	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.
Ex.W13:	Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.
Ex.W14:	Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.
Ex.W15:	Photostat copy of Licence issued to 3rd Respondent by Licencing

Officer under CL (R&A) Act, 1970 dt:06.11.2009.

Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.

Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.

Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.

Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.

Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.

Ex.W21: Photostat copy of statement of actual working days

Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.

Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.

Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.

Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.

Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015

Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 मार्च, 2026

का.आ. 517.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री के. शंकर राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 71/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-69]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 517.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 71/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri K. Sankar Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-69]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 71/2017

Between:

K. Sankar Rao,
S/o K. 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. 79,542.15ps 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 856 working days, amounting to Rs. 79,542.15ps 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.79,542.15ps. 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.79,542.15ps. 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. 62 and against his name the total number of working days 856 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. 62 name of the Petitioner, Sri K. Sankar Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.79,542.15ps 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. 79,542.15ps. 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.79,542.15ps. 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. 79,542.15ps. 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri K. Sankar 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 मार्च, 2026

का.आ. 518.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस.के. मिश्रा** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 72/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-70]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 518.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 72/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited;**

M/s Rishita Associates and **Shri S.K. Mishra** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-70]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 72/2017

Between:

S.K. Mishra,
S/o Durga Saran,
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. 70 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. 70 name of the Petitioner, Sri S.K. Mishra, 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri S.K. Mishra	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 मार्च, 2026

का.आ. 519.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एन. वेंकट रमना** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 73/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-71]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 519.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 73/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri N. Venkata Ramana** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-71]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 73/2017

Between:

N. Venkata Ramana,
S/o N. Mutyalu,
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. 83,259.08ps 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 896 working days, amounting to Rs. 83,259.08ps 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.83,259.08ps. 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.83,259.08ps. 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. 50 and against his name the total number of working days 896 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. 50 name of the Petitioner, Sri N. Venkata Ramana, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,259.08ps 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, 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. 83,259.08ps. 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.83,259.08ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit

sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,259.08ps. 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri N. Venkata 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, 27 मार्च, 2026

का.आ. 520.— औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री एस. संन्यासी राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण**

एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 74/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-72]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 520.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 74/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri S. Sanyasi Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-72]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 74/2017

Between:

S. Sanyasi Rao,
S/o S. 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. 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. 80 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. 80 name of the Petitioner, Sri S. Sanyasi Rao, 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, ongoing oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 84,652.92ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex. W8, Ex. W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, ongoing oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.84,652.92ps. 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri S. Sanyasi 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 मार्च, 2026

का.आ. 521.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वी. देमुडु** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 75/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-73]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 521.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 75/2017)** of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Rashtriya Ispat Nigam Limit Visakhapatnam Steel Plant; Midfield Industries Limited; M/s Rishita Associates** and **Shri V. Demudu** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-73]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 75/2017

Between:

V. Demudu,
S/o V. Somulu,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…. Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.

2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,

Door No. 57-24-79/3,
Tummadapalem, Kancharapalem,
Visakhapatnam – 530008.
Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 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. 54 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. 54 name of the Petitioner, Sri V. Demudu, 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri V. Demudu	MW1: Sri Bammadi Joga Rao MW2: Sri K. Sudhakara Rao

Documents marked for the Petitioner

Ex.W1:	Photostat copy of proceedings of Regional Labour Commissioner (Central) Visakhapatnam dt: 18.11.2015.
Ex.W2:	Photostat copy of notice by Regional Labour Commissioner (Central) To Respondents Two and Three dt: 10.09.2015.
Ex.W3:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt:19.08.2015
Ex.W4:	Photostat copy of union representation before Regional Labour Commissioner (Central) Visakhapatnam dt: 20.07.2015
Ex.W5:	Photostat copy of Second Respondents letter to first Respondent Principal Employer dt: 12.01.2015.
Ex.W6:	Photostat copy of Union Representation before 1st Respondent Principal Employer dt: 24.03.2014.
Ex.W7:	Photostat copy of Work contract issued to second Respondent by Principal Employer 1st Respondent dt: 12.09.2009.
Ex.W8:	Photostat copy of extension of work contract to 2nd Respondent by 1st Respondent dt: 28.11.2011.
Ex.W9:	Photostat copy of extension of work contract by 2nd Respondent dt:28.11.2011.
Ex.W10:	Photostat copy of extension of work contract by 2nd Respondent Dt:22.03.2012.
Ex.W11:	Photostat copy of agreement between 2nd and 3rd Respondent (Basis of Claim) dt: 16.8.2009.
Ex.W12:	Photostat copy of Acceptance of 3rd Respondent as Sub-Contractor Of 2nd Respondent by Principal Employer 1st Respondent dt:15.9.2009.
Ex.W13:	Photostat copy of Form-V issued by Principal Employer 1st Respondent To 2nd Respondent under Contract Labour (Regulation and Abolition) Act, 1970 dt: 14.08.2009.

Ex.W14: Photostat copy of Undertaking given to 2nd Respondent by 1st Respondent dt: 29.07.2011.
Ex.W15: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:06.11.2009.
Ex.W16: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt: 16.08.2009.
Ex.W17: Photostat copy of Licence issued to 3rd Respondent by Licencing Officer under CL (R&A) Act, 1970 dt:19.08.2009.
Ex.W18: Photostat copy of Coverage Intimation by Regional provident Fund Commissioner of 3rd Respondent establishment under E.P.F & MP Act, dt:03.08.2004.
Ex.W19: Photostat copy of 2nd Respondent's letter to 1st Respondent to pay All due of Petitioner workmen dt:03.11.2013.
Ex.W20: Photostat copy of 3rd Respondent's letter to 1st Respondent to cancel Gate passes of all Petitioner workmen dt:13.08.2012.
Ex.W21: Photostat copy of statement of actual working days
Ex.W22: Photostat copy of Statement of full and final amount calculation details.

Documents marked for the Respondent

Ex.M1: Photostat copy of notice sent by Income Tax Dept. dt: 07.11.2012.
Ex.M2: Photostat copy of demand draft No.002716 showing Payment of Rs. 2,84,86,336/- by RINL to Income Tax Department dt: 07.03.2013.
Ex.M3: Photostat copy of Letter from Deputy Commissioner of Income Tax, Hyderabad to RINL dt: 07.11.2013.
Ex.M4: Photostat copy of letter sent by RINL to the Tax Recovery Officer, It Department dt: 22.08.2015.
Ex.M5: Photostat copy of Letter sent by RINL to the Tax Recovery Officer, IT Department Enclosing Demand Draft No. 512814 Dt.04.12.2015 for Rs. 7,82,321/- dt: 17.12.2015
Ex.M6: Photostat copy of Statement showing the amounts paid by the 2nd Respondent to the claimants

नई दिल्ली, 27 मार्च, 2026

का.आ. 522.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री वाई. थाटा राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 76/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-74]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 522.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 76/2017)** 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. Thata Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-74]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 7th day of January 2026

M.P. No. 76/2017

Between:

Y. Thata Rao,
S/o Y. Peddulu,
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. 83,259.08ps 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 896 working days, amounting to Rs. 83,259.08ps 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.83,259.08ps. 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.83,259.08ps. 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.

44 and against his name the total number of working days 896 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. 44 name of the Petitioner, Sri Y. Thata Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.83,259.08ps 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, 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. 83,259.08ps. 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.83,259.08ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of

money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C (2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made**.**

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 83,259.08ps. 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 7th day of January 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Y. Thata 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 मार्च, 2026

का.आ. 523.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के

प्रबंधतंत्र के संबद्ध नियोजकों और **श्री पी. नागभूषण राव** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 77/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-75]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 523.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 77/2017)** 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. Nagabhushan Rao** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-75]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, HYDERABAD

Present: - Shri **Irfan Qamar**,
Presiding Officer

Dated the 4th day of December 2025

M.P. No. 77/2017

Between:

P. Nagabhushan Rao,
S/o. P. Guruvayya,
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. 74,617.23ps with regard to legitimate dues of full and final payments including retrenchment allowances as per contract.

2. Petitioner in his petition has averred that the 1st Respondent Visakhapatnam Steel Plant, got registered itself as Principal Employer under Central Legislative Enactment, "Contract Labour (Regulation and Abolition) Act, 1970." (Annexure 13) dated 14th August 2009, and (Annexure 14) dated 29th July 2011. The 2nd Respondent "Midfield Industries Limited," is licensed contractor under the Contract Labour (Regulation and Abolition) Act, 1970, and copy of the license is Annexure 17, dated 19th August 2009, confirming that the 2nd Respondent is licensed to work as a contractor in the 1st Respondent industry establishment at Visakhapatnam. The 3rd Respondent "M/s Rishita Associates," is also licensed contractor by Contract Labour (Regulation and Abolition) Act 1970, and the license issued to the 3rd Respondent is (Annexure 15) dated 6th November 2000. Further, Petitioner has averred that 1st Respondent acknowledged and accepted the 3rd Respondent, Rishita Associates, as sub-contractor for the 2nd Respondent, Midfield Industries Limited, vide annexure 12, dated 15th September 2009. The 2nd Respondent and 3rd Respondent are licensed to work for the first Respondent, Visakhapatnam Steel Plant, at Visakhapatnam. Further, it is averred that the 1st Respondent issued the work order to the 2nd Respondent vide work contract, dated 12th September 2009, under later of acceptance by the 2nd Respondent, vide (Annexure 7) and the 2nd Respondent accepted the work contract initially for a period of 24 months from 16th August 2009, and later it was extended for another 12 months, vide letter dated 17th October 2012, confirming the work contract extension up to 15th August 2012, by (Annexure 8). Further, Petitioner averred that the 2nd Respondent who engaged the Petitioner workmen as contact labour upon receiving the work contract (Annexure 7), later shifted all contact labour to the 3rd Respondent vide agreement between the 2nd and 3rd Respondents meant to execute work order of the 1st Respondent dated 12th September 2009. According to (Annexure 11) which is the agreement between the 2nd Respondent, "Midfield Industries Limited," and 3rd Respondent, "Rishita Associates," dated 12.9.2009 for the work order dated 16th August 2009, and same is binding agreement/settlement between the 2nd and 3rd Respondents and is the foundation for the claim application for the recovery of the arrears as settled under (Annexure 11) settlement. Further, Petitioner has contended that Annexure-20 confirms that the 3rd Respondent Rishita Associates, received photo gate pass under (Annexure 11) in favour of the

86-contract labour including the Petitioner engaged by the 3rd Respondent between the period of contract, i.e., 16th August 2009, to 15th August 2012, for 36 months on behalf of the 2nd Respondent and (Annexure 20) is the photo identity gate pass cancellation order issued by 1st Respondent for 86 contract labour upon completion of the work contract. Further, it is averred that the Petitioner workmen are entitled to receive wages and terminal benefits upon the completion of the work contract, as contracted and settled under (annexure 11) between the second and 3rd Respondents for executing the work contract of the first Respondent and Petitioner is entitled to receive retrenchment allowances for contract labour at the rate of "actual working days/26 x month" 8 days. The Petitioner is unskilled and is entitled for the arrear of the amount due to words notice pay, service pay, and leave pay for 803 working days, amounting to Rs. 74,617.23ps Since both third Respondent as well as the 2nd Respondent failed to pay the terminal benefits upon the completion of the work contract on 15th August 2012, Petitioner workman demanded the legal dues with interest from all Respondent collectively, but they did not pay. Further, it is submitted that after a lapse of nearly 15 months, 2nd Respondent addressed a letter to the 1st Respondent (annexure 19) to make all the labour benefits payments directly to the workman such of that amount to be cleared against the work contract dated 12th September 2009, from pending amount due to the 2nd Respondent's account with the 1st Respondent. 1st Respondent acknowledged the letter, but no payment was made. Moreover, Petitioner union also addressed a letter (annexure 6) dated 24th March 2014, directly to 1st Respondent to release all the contract labour legal dues, and 1st Respondent acknowledged the same, but it was in vain. Further, it is averred that the 2nd Respondent, vide (annexure 5) dated 12th January 2015, addressed letter to the 1st Respondent requesting to settle all legal dues to the Petitioner contract labour and 1st Respondent acknowledged the receipt of this letter but did not pay dues. Further, all the contract labour including Petitioner made representation through their union before the Regional Labour Commissioner Central Vishakhapatnam, vide (annexure 3) dated 19th August 2015, and (annexure 4) dated 20th July 2015. The concerned authority issued notices to all Respondents, but no relief was granted to the workman. Therefore, Petitioner has moved this petition under section 33C (2) of the ID Act for recovery of his legitimate dues from Respondent. Petitioner submitted that the 1st Respondent is legally bound to pay all the legal dues to the contract labour vide (Annexure 13) the undertaking given by the 1st Respondent, and under section 21(4) of the Contract Labour (Regulation and Abolition) Act 1970 and Petitioner is also entitled to receive all the legitimate dues with interest at the rate of 18% per annum.

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

4. In response to notice Respondent No. 1 has filed counter and therein, he has contended that the petition filed by the Petitioner is not maintainable and is liable to be dismissed in limine. Further, it is contended that this Respondent awarded a contract to the 2nd Respondent, Midfield Industry Limited, Hyderabad, a licensed contractor for the work of "strapping of mill products" vide work order No. VSP/WC/WRM/58485-0/OT/2009-10/8090000359 dated 12th August 2009, for the period of 24 month, commencing from 16th August 2009 to 15th August 2011. This contract was further extended for another period of 12 months with effect from 16th August 2011 to 15th August 2012. The 2nd Respondent contractor vide letter dated 12th August 2009, requested Respondent No. 1 to permit it to engage M/s Rishita Associates, Vishakhapatnam, sub/contractor, for supply of the labour for the subject contract work. 1st Respondent considered request made by the 2nd Respondent-contractor and, vide its letter dated 15th September 2009, approved the engagement of M/s Rishita Associates by the 2nd Respondent as its sub-contractor. In the letter dated 15th September 2009, 1st Respondent clearly mentioned that clearance approved by it for engaging sub-contractor does not establish any contractual relationship between the sub-contractor Rishita Associates and Respondent No.1 Vishakhapatnam Steel Plant. It was clarified further that 2nd Respondent contractor is not relieved from the Contractual obligations, responsibilities, and liabilities, etc. Further, Respondent contended that 86 contract labour are the contract labour of M/s Midfield Industries. The 2nd Respondent and as per the approval given by this Respondent, 2nd Respondent has subcontracted the work awarded to it to the third Respondent Rishita Associates vide Agreement Dt 16.8.2009 for execution of the work on behalf of the second Respondent/contractor and for purpose of execution of the contract work on behalf of the main contractor/second Respondent gate passes were also issued to the third Respondent/sub-contractor for the manpower engaged by it. As per the procedure, the gate passes should be cancelled immediately when once the contract comes to an end and full and final amounts will be settled by the contracting, agency, the second Respondent. Further, Respondent No. 2 should submit a proof to the Principal Employer/RINI, claiming reimbursement of the same. Respondent contended that third Respondent/sub-contractor/Rishita Associates had paid the wages to the contract labour for the total contract period after expiry of the contract period with the second Respondent, and entire contract labour including the Petitioner herein continued to work under a new contractor for the same work as the work of Strapping of Mill Products in WRM" is a continuous process. Further, it is submitted that second Respondent/contractor/Mid Field Industries submitted a request to RINL stating that it is entangled in income tax problems and requested to make payment in full and final due to its contractor labour, from out of the amounts due to it and pending with RINL. Accordingly, after obtaining due approvals and based on the amount due it was released by 1st Respondent/RINL to 2nd Respondent/contractor paid an amount of Rs.28.58.522/- to the contract labour towards partial disbursement of terminal benefits. A copy of the payment particulars to contract labour in enclosed herewith and Petitioner has been paid Rs. 33,272/- out of the

amount of Rs. 46,836/-. The 2nd Respondent/contractor addressed a Letter di 19.02.2014 requesting the Principal Employer/RINL to release the amount equivalent to full and final amount as a special case by making partial modifications to the agreement entered between it and 1st Respondent/RINL. Respondent made several reminders to the second Respondent/ contractor to submit its final bill till February 2013. Though the contract work was completed on 15.08.2012 but 2nd Respondent/contractor did not respond to the same therefore, the 1st Respondent/RINL processed the bill exparte. Respondent contended that as directions issued by the Income Tax Authorities to the Finance Department, this Respondent was supposed to deduct an amount of Rs 14,34,52,643/- as dues to be paid to the Income Tax Department from the pending bills of the second Respondent/contractor M/s Midfield Industries and accordingly, this Respondent deducted appropriate amount and paid to the Income Tax Department. Further, Respondent contended that the terminal benefit claimed by the Petitioner does not form part of wages and, as such the contractor as a direct employer is legally responsible to make all other payments if any to the Petitioner. Therefore, the petition is devoid of any merit and not legally maintainable, and it is liable to be dismissed.

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

6. Respondent No. 3 has filed his counter and therein it is contended that the averments made by the Petitioner in the petition are not true, valid, tenable, and petition filed by the Petitioner under section 33C(2) of the Industrial Disputes Act is not maintainable under law, as no amount is due and payable by this Respondent to the Petitioner. Further, Respondent No.3 contended that the first Respondent Rashtriya Ispat Nigam Limited/Visakhapatnam Steel Plant vide its Work Order dated 12th September 2009 awarded a contract for the work of "Scrapping of Mill Products in Wire Rod MHL to the second Respondent/Midfield Industries Limited, Hyderabad. Initially, contract period to work was for 24 months from 16.08.2009 to 15.08 2011 and later on it was extended for further period of 12 months commencing from 16.08.2011 to 15.08.2012. Further, it is contended that after obtaining approval from the first Respondent/ RINL, 2nd Respondent/Midfield Industries Limited of labour to carry out the contract work entrusted the work to Respondent No.3 on sub-contract basis i.e. for supply of contract labour between the first Respondent/RINL and second Respondent, work on commission basis and this Respondent has no other role in respect of Midfield Industries Ltd. While approving/permitting the second Respondent for giving the work to this Respondent on sub-contract basis, the first Respondent has clearly stated in their Letter dt. 15.09.2009 that the permission for engaging the sub-contractor does not establish or create between their Respondent and 2nd Respondent/Midfield Industries Limited any contractual relationship or obligation between RINL and Respondent No. 2 is not relieved from the contractual obligations, liabilities and other responsibilities and he is alone responsible for any claim. This clearly

establish that any dispute or claim by any third party, the first Respondent a Principal Employer and the Second Respondent as main Contractor are liable/responsible, and this Respondent is not liable for any claim made by the Petitioner. Further it is contended that prior to award of the Work contract labour including the Petitioner herein have worked under the previous contract by name M/s. Walzen Strips Private Limited and on completion of contract period of Mis Walzen Strips Private Limited on 15.08.2009 this work was awarded to the 2nd Respondent/Contractor and thereafter to Respondent No.3 with prior approval of Respondent No.1 as mentioned in work order. This Respondent was engaged as sub-contractor and after completion of the period of the Work Order dt. 16.08.2009 on 15.08.2012 the obligations under sub-contract of the Respondent with the second Respondent came to end. Respondent No.3 submits that Respondent contractors have not terminated or retrenched the services of workers at any point in respect of the said contract including the Petitioner herein and obligations on completion of the contract period does not arise. Respondent contractors have no obligation and Petitioner is not entitled to claim retrenchment compensation as his employment is still continuing under the subsequent contractors without any break in service. Further, it is contended that first Respondent RINL continued the second Respondent/contractor under a fresh work order with effect from 16.08.2012 and contract labour including the Petitioner herein continued his services under the second Respondent/contractor. Hence in case of any claim by any contract labour much less the claim made by the Petitioner, it is for the first Respondent/RINL and the second Respondent/contractor to answer/respond the same and this Respondent is no way concerned with the claim of the contract labour. Further, Respondent submitted that on payment of amount made by the second Respondent/contractor, this Respondent paid the wages to all the contract labour including the Petitioner herein within time for the entire contract period of three years. There are no arrears of salary or any dues payable to the contract labour including the Petitioner herein. Further, it is contended that the first Respondent/RINL during the period of contract work under the Work Order Dt.16.08.2009 deducted amounts from time to time from RA Bill amounts payable to the second Respondent/contractor under the head of "Other recoveries" pertaining to retrenchment compensation, etc. Therefore, in case of any legally valid claim for retrenchment compensation raised by the contract labour, the first Respondent/RINL and the second Respondent/contractor are responsible/liable to pay the same. Copy of a Running Account Bill Report Dt.11.08.10 and details of other recoveries dt.11.08.2010 of the first Respondent/RINL are filed herewith and the same may be read as part of this Counter. Further, it is submitted that the calculation made by the Petitioner for dues is not correct and binding and Petitioner is not entitled to claim retrenchment compensation as their services were not terminated and they are still continuing without any break under the new contractor. Therefore, prayed to dismiss the petition.

7. Petitioner has also filed a rejoinder in response to the contention of the Respondent made in their counter Petitioner submitted that no full and final settlements were made by any of the Respondents to date. Further, para 6

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

8. In support of the averments made in the petition, Petitioner has examined himself as WW1 and in his chief examination affidavit, witness has re-iterated the averments made in the petition for recovery of the terminal benefits from Respondent WW1 has also exhibited documents Exhibit W1 to W22, Witness WW1 was cross-examined by Respondent No. 1 as well as Respondent No. 3. In his cross-examination, this witness has stated that after completion of the one contract work, he used to continue under subsequent contractor in the same Steel Plant till date. Further, witness WW1 states that he has not received wages from the contractor after completion of the contract work period. Further, in cross-examination, WW1 states that he is the contract worker and not an employee of Steel Plant. The work has been awarded to the 2nd Respondent by Respondent No.1 and under the supervision of Respondent No.3 work was carried out by him within the premises of Steel Plant of Respondent No.1. Further, witness states that he is working in the Steel Plant of Respondent No.1 under different contractors for the last 25 years. The 2nd Respondent did his contract work for three years under Respondent No.1. Further, witness states that Respondent No.2 has

appointed him under Respondent No. 3 and he has not filed any document that well show that he has been appointed by Respondent. Further, witness states that he has not filed any document to show that his services had been terminated. Further, witness stated that at paragraph three of Exhibit-W2 it has been clearly stated that the entrustment of work to Respondent No.3 does not confer any contractual relationship between R1 and R2 and R1 shall not be liable for any contractual obligations. It is not true to say that Respondent No.3 has paid amount to him on receipt the amount from R2, and as such R2 is real contractor and R3 contractor is no way responsible to pay the wages to him.

9. On the other hand, Respondent No.1 has examined witness MW1 in support of his contention and in his chief statement affidavit MW1 has reiterated the contention made in counter. However, MW1, was cross-examined by the Petitioner counsel and in cross-examination MW1 states that "It is true that R2 was given contract for the purpose of strapping of mill product in the WRM department of R1 initially for a period of two years with effect from 16th August 2009 to 15th August 2011 and later it was extended for one more year, i.e., up to 15th August 2012." Further, MW1 states "It is true that permission has been taken from R1 to give sub-contract to R3 for the supply of labour for the same period. Sub-contact has been given to M/s. Rishita Associates (R3). It is true that R2 on the request of R1 has released the part payment to R3 and R1 has released the same to R2, an amount of Rs.28,58,522/-. It is true that after completion of the work, a letter dated 19th February 2014 was addressed by R2 to R1 to release the amount equivalent to the full and final amount as a special case by making partial modifications to the agreement between it and R1." Further, Witness MW1 states that, "I am not aware of how much amount has been paid to R2 and the date of release towards full and final payment." Further, MW1 states that "It is not true to suggest that full and final payment was not made to R2 and as such I am not in a position to say the date and amount of release and hence deposing false with regard to full and final payment." Further, MW1 state that "it is not true to suggest that full and final payment was made to R2 by R1 after completion of the work." Further, he stated that it is true that he has not filed any document in support of his contention made in his affidavit and evidence especially with regard to the payment mentioned in para 8. Further, MW1 has admitted that he has not filed any documentary evidence to prove his statement. Further, MW1 states that "It is not true to suggest that the Petitioners are eligible for the payment of total dues from R1 as claimed in the petition along with 24% interest."

10. Heard the argument of learned counsel for either parties.

11. Perused the record. At the outset, Respondent counsel urged that present petition filed by the Petitioner for the recovery of full and final payment amounting to Rs.74,617.23ps. along with the interest for the work under contract is not maintainable under section 33-C(2) of ID Act 1947 as there is no amount due to the Petitioner from Respondent.

Firstly, we have to examine provision contained under section 33 C (2) of the ID Act. Section 33 C (2) of ID Act provides :-

"Where any workman is entitled to receive from the employer any money or any benefit which is capable of being computed in terms of money, and if any question arises as to the amount of money due or as to the amount at which such benefit should be computed, then the question may, subject to any rules that may be wait under this act, be decided by such labour court as may be specified in this behalf by the appropriate government within a period of not exceeding three month."

12. Thus, in view of provision contained u/s 33-C (2) we proceed to examine the question whether the Petitioner is entitled to receive from employer any money or benefit which is capable of being computed in terms of money. Petitioner has filed affidavit therein he has disposed that in MP. No. 2/2017 Co-workman has disposed as WW1 in evidence and exhibited document W1 to W22. The evidence recorded in said petition may be treated as evidence of Petitioner in this case including cross examination of WW1. Since Petitioner has similar averment and evidence in both the petition. It is settled law that rules of Evidence Act, are not strictly applicable to the matters under Industrial Dispute Act. Therefore, evidence produced by Petitioner in support of his claim is admissible. Therefore, evidence recorded in MP No.2/2017 is taken on record and considered in this Petition in support of claim of Petitioner. In this context Petitioner has filed documents in evidence which has been exhibited by witness WW1.The perusal of these document reveals that the document Ex. W1 is the form of certificate issued by principal employer i.e., Deputy General Manager Visakhapatnam Steel Plant, Visakhapatnam to the effect that it has engaged M/s. Midfield industries Ltd Respondent No.2 for the work of strapping of mill product in WRM as contractor at Steel Plant, Visakhapatnam vide certificate dated 14th August 2009. Further, Document Ex. W8 is the letter dated 15th September 2009, issued by AGM works contract of Respondent No.1 addressed to M/s. Midfield Industries Limited.

The contents of Ex. W8, is extracted here under: -

"Dear sir

Sub:- Strapping of Mill products in wire Rod Mill (T.no:58495-0)
Ref:- 1. Letter of Acceptance vide ref no: VSP/WC/WRM/58495-0/OT/2009-10/8090000359 dt: 12/09/2009
2. Your letter dt: 21/08/2009

"1. This has reference to your letter under ref(2) above seeking approval for engaging M/s Rishita Associates as your subcontractor for supply of labour for the subject work.
2. Your proposal has been considered and approval is hereby accorded for engaging M/s Rishitha! Associates as your subcontractor for supply of labour for the subject work against the order license reference above. Your subcontractor shall adhere to all statutory regulations like PF.
3. This clearance does not establish any contractual relationship between your subcontractor and the Employer (RINL/VSP) and shall not relieve you from any of your obligations. responsibilities, liabilities etc, as per clause no 3.2 of General Conditions of Contract (GCC)
4. In this connection you are requested to kindly note the following points for compliance
a) To submit to VSP a copy of the kindly order/Letter of Intent placed by M's Midfield Industries Limited on M's Rishita Associates
b) To submit performance details of M/s Rishita Associates including the value of work done with reference to the above said W.O/LOL"

Thus, document Ex. W8, which has been proved by WW1 and admitted by Respondent No. 1 reveals that vide letter dated 15th September 2009 Respondent No. 1 has approved the proposal of Respondent No. 2 for engaging M/s. Rishitha Associates' Respondent No.3 as sub-contractor for supply of labour for the subject work against the order under reference above this document. Therefore, according to Ex. W12 the supply of labour was to be made by Respondent No.3 M/s. Rishitha Associates for the subject work and Respondent Rishitha Associates was the employer contractor of the Petitioner workman. Further, document Ex. W10 is letter dated 28th November 2011 addressed to the Respondent No. 2-Midfield Industries Limited by the Respondent No. 1 for extension of time of contract for the work up to 29th February 2012. Document Ex. W11 is letter addressed to Respondent No. 2 Midfield industries by Respondent No.1 in reference to further extension of time of contract up to 15th August 2012. Document Ex. W9 is the Note for the approval of final deviation for the work of "Strapping of mills product in WRM" of Respondent No. 1 and this work was awarded to M/s. Midfield Industries Respondent No.2. In the clause 6 it is mentioned that approved time extension period 12 months up to 15th August 2012. Further Ex. W12 is the document wherein the terms of the payment/Mode of payment by M/s. Rishitha Associates as approved by VSP sub-contractor, for Labour supply by the Respondent No.2 is mentioned. The terms of payment and mode of payment are mentioned in the column of Retrenchment allowances for workers and the calculation has been shown as actual working days/26 x month / 8 days. Thus, as per this calculation Petitioner has calculated his retrenchment allowances to the tune of Rs.74,617.23ps. for the period of 3 years of his employment with Respondent No.3. Further, in the agreement clause 7 it is mentioned that the agreement shall come into force on 16th August 2009 and shall be enforced until the end of 15th August 2011. This time of contract was further extended up to 15th August 2012. Document Ex. W14 is the statement showing actual working days of the contract labour including Petitioner and that has been prepared and signed by Respondent No.2 Mid-field Industries, for the period from 16th August 2009 to 15th August 2012. The statement of actual working days goes to show that the Petitioner's name is mentioned at serial No. 24 and against his name the total number of working days 803 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.28 name of the Petitioner, Sri P. Nagabhushan Rao, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.74,617.23ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going

oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 74,617.23ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.74,617.23ps. for the period of August,2009 to 2012 towards retrenchment allowances as per document Ex. W12.

14. Now, question arises that who is liable to pay the said retrenchment allowances to the Petitioner as per contract. Admittedly, Petitioner workman was engaged by Respondent No.3 for the work of Respondent No.1. Respondent No.1 has admitted that the Petitioner had worked in the work of Strapping Mills Products WRM in its industry during the period from 16.8.2009 to 15.8.2012 as contract labour engaged by Respondent No.3. Since the Respondent No. 3 was sub-contractor for labour supply for the work order Ex. W8 of Respondent No.2, therefore, Respondent No.1, Respondent No.2 and Respondent No.3 are jointly and severally liable to pay retrenchment allowances towards the full and final payment to the Petitioner as per contract. Although Respondent No.3 contended that it has paid all the money due to the Petitioner, but Respondent No.3 has not produced any document to establish that full and final payment as claimed by the Petitioner towards retrenchment allowances has been paid by 2nd Respondent or 3rd Respondent. However, Respondent has filed photocopies of documents as proof of payment to the workman by R-2. The perusal of these photocopies goes to show that these are not proved by any cogent and relevant evidence of witness. Therefore, these photocopies in respect of payment are not admissible in evidence. Moreover, the genuineness of these document photocopies has been challenged by the Petitioner in his rejoinder, therefore, burden of proof to prove the factum of payment to the Petitioner lies on the Respondent No.1 which he failed to

discharge. Thus, it is established that Petitioner is entitled to receive the amount towards benefits upon his retrenchment from service by R-3. Moreover, Respondent No.1 is the Principal Employer of Petitioner contract labour, therefore, Respondent No.1 is also liable to pay retrenchment allowances to Petitioner along with Respondent No.2 and Respondent No.3 jointly and severally.

15. In this context, relevant decisions of the Hon'ble Supreme Court and High Court, are discussed as hereunder: -

(a) In the case of **Sail Growth Works versus Nilmani Lal and others, Writ** Petition Number 386 of 2025, dated 10th March 2025, the Hon'ble High Court of Kolkata has held:

19. Gratuity, payable under the Payment of Gratuity Act, 1972, is a gratuitous payment required to be made by an employer to his employee at the time of termination of services of the employee or upon such employee's death.

Section 21 (4) of the Contract Labour (Regulation and Abolition) Act, 1970 (CLRA), mandates that a principal employer is responsible for the payment of 'wages' to a contract employee in the event of a contractor's failure to pay within the stipulated timelines or in the event of a contractor making a short payment. The principal employer then has the ability to recover the amount paid as 'wages', from the contractor. Section 2(h) of the CLRA defines the term 'wages' as all remuneration (whether by salary, allowances or otherwise) expressed in terms of money or capable of being so expressed, which would if the terms of employment, expressed or implied, were fulfilled, be payable to a person employed in respect of his employment or of work done in such employment and includes, among others, "(d) any sum which by reason of the termination of employment of the person employed is payable under any law, contract or instrument which provides for the payment...". However, it excludes "(6) any gratuity payable on the termination of employees in cases other than those specified in (d)." In Superintending Engineer, Mettur Thermal Power Station, Mettur vs. Appellate Page 11 Authority, Joint Commissioner of Labour, Coimbatore & Anr, 2012 LLR 1160, it has been held by the Madras High Court that gratuity payable under the Payment of Gratuity Act, 1972 falls within this definition of 'wages'. The principal employer or the contractor may be liable to pay gratuity to contract employees, depending on the circumstances. Principal employer The principal employer is liable to pay gratuity to contract employees if the contractor fails to pay. The principal employer is liable to pay gratuity if the contractor makes a short payment.

The principal employer is liable to pay gratuity if the contractor terminates the services of the contract employee. The principal employer is liable to pay gratuity if the contract employee works for multiple contractors. Contractor The contractor is liable to pay gratuity to contract employees if they have worked for at least five years and the contract is separate from the company.

(b) In the case of **Hindustan Steel Works Construction Limited versus Commissioner of Labour, Appeal Civil Number 11355 of 1996**, dated 3rd September 1996, the Hon'ble Court have held: -

"The short question that arises for determination is whether the appellant who the principal employer is liable to pay to the contract workers any amount which constitutes the difference between the wages payable to the contract labour by the contractor and the wages paid by the appellant to its own employees doing similar work. The Division Bench seems to have relied upon Section 21(4) of the said Act for this purpose. Section 21(1), however, provides that the contractor shall be responsible for the payment of wages to each worker employed by his. Section 21(4) provides that if the contractor fails to make this payment or any part thereof, the principal employer is liable to make this payment and may recover the same from the contractor as set out in that sub-section. Looking to the definition of wages Under the said Act read with the definition of wages in the payment of Wages Act, which we have set out earlier, it is clear that Section 21 only deals with the payment of contractual wages by the contractor to each of his worker; The definition of wages would cover within its scope, inter alia, also those amounts which the contractor is liable to pay his workers under any award, settlement or order of court as well as other amounts falling within the definition of wages under the payment of Wages Act Subjection (2) provides for a representative of the principal employer supervising this payment. Clearly, therefore, the wages which are the subject-matter of Section 21 are specified sums which are payable in present by the contractor under the terms of his contract of employment with each worker as well as under any existing award, settlement or order of the court. -Section 21 does not deal with, nor does if cover the Contract Labour (Regulation and Abolition) Rules, 1971. Hence Section 21(4) will not apply to such obligations of the contractor which may be the subject-matter of dispute between the

contractor and his workers at time of disbursement of wages and which do not fall within the definition of "wages" under the Act."

(c) Further, Hon'ble Supreme Court in the case of **M/s. Bombay Industries Chemical Industries Vs Deputy Labour Commissioner, Civil Appeal Number 813 of 2022**, D.O.D dated 4th February 2022, the Hon'ble Supreme Court has held that the benefit sought to be enforced under Section 33C (2) of the ID Act is necessarily a pre-existing benefit or one flowing from a pre-existing right. The Hon'ble Court added that in the case of Kanku Ben, it is observed and held that whenever a workman is entitled to receive from his employer any money or any benefit which is capable of being computed in terms of money and which he is entitled to receive from his employer and is denied of such benefit can approach Labour Court Under section 33-C(2) of the ID Act. It is further observed that the benefit sought to be enforced Under Section 33C (2) of the ID Act is necessarily a preexisting benefit or one flowing from a preexisting right. The difference between a preexisting right or benefit on one hand and the right or benefit, which is considered just and fair on the other hand is vital. The former falls within jurisdiction of Labour Court exercising powers under Section 33C (2) of the ID Act, while the latter does not.

(d) In the case of **Jeet Lal Sharma versus Presiding Officer, 2001 VAD Delhi One, dated 15th March 2000**, the Hon'ble High Court of Delhi have held:-

"15. The point which is emphasised is that entitlement to receive money the pre-existing right can the based on (1) adjudication (2) settlement (3) service conditions. If the right to get a particular benefit is there, the application us. 13-C(2) would be maintainable and jurisdiction of Labour Court will not be barred merely because employer has denied the same

16. What is the meaning of the expression "entitlement in receive". No doubt it is referable to pre-existing right. However where the workman claims a benefit flowing from a pre-existing right and approaches the Labour Courts 33-612) for computation of the right in term of money and the employer disputes the existences of the right, the Labour Court will have the jurisdiction to determine the question, whether the right exists and if the existence of right is established than in proceed in compute the benefit flowing therefrom in terms of money or on its decisions recovery proceedings start (New Taj Mahal Cafe Private Limited versus Labour Court reported in 1970 (2) LLN 51 and East India Coal Company Limited (supra) In deciding the maintainability of the application u/s 13-(12) what is in be looked at is the clans set up in the application and not what the other side contends in its reply. The fact that the employer by his plea rises some dispute, does not mean that Jurisdiction of Labour Court to deal with the question is taken away."

16. Thus, in view of forgone discussion and law laid down by Hon'ble Court as discussed above, Petition filed by the Petitioner under Section 33-C(2) of ID Act,1947 against the Respondents for recovery of retrenchment allowances as per Ex. W12 is acceptable. Undisputedly, Petitioner was engaged by Respondent No.3 M/s Rishitha Associates, and Respondent No.2 has engaged Respondent No. 3 as sub-contractor for Labour supply to work in the establishment of Respondent No.1 with prior approval vide document Ex. W8. Therefore, Respondent No.3 as such contractor for Labour supply for the work is responsible for payment of retrenchment allowances to the Petitioner. It has come on record Respondent No.3 has not paid the claimed amount to the Petitioner. Therefore, Respondent No. 3 and Respondent No.2 as main contractor is jointly and severally liable for payment of the claimed amount to the Petitioner. However, Respondent No.3 has contended that the Petitioner has not been retrenched by him and

Petitioner is still continuing work with the Respondent No.1 under new contractor. Therefore, Petitioner is not entitled to recover retrenchment allowances from Respondent. Undisputedly, Petitioner was engaged by Respondent No.3 to work in the establishment of Respondent No.1 for the period from 16.08.2009 to 15.08.2012 as per Ex. W8. Respondent No.3 is no more employer of Petitioner after 15.08.2012 of the petitioner w.e.f 16-08-2012 and it makes no difference whether petitioner is still working with Respondent No.1 under some other contention. Thus, Respondent No.3 has retrenched services of Petitioner w.e.f 16.08.2012.

The definition of retrenchment as provided under Section 2 (oo) is extracted as here under: -

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

(a) Voluntary retirement of the workman: or

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

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the stipulation in that behalf contained therein; or"

Although Petitioner might be working with Respondent No.1 even after 15.08.2012 but Respondent No.3 is no more employer of workman. Therefore, only conclusion can be drawn in such circumstances that Respondent No. 3 has terminated the service of Petitioner w.e.f 16.08.2012. Thus, Petitioner is entitled to receive retrenchment/allowance as per Ex. W12. Thus, the contention of R3 in this context is untenable. Therefore, the plea of Petitioner that Petitioner worker is working now under new contractor is untenable as the Respondent No. 3 is no more employer of the Petitioner after 15-08-2012 meaning thereby Petitioner has been terminated by Respondent No. 3 from service w.e.f 16.08.2012 and is entitled to receive retrenchment allowances as per terns of the contract.

17. However, Respondent No. 1 has contended that terminal benefits claimed by the Petitioner do not form part of wages and as such the contractor as direct employer is responsible to make all other payments. In this context, the reference of definition of wages u/s 2 (IV) Payment of Wages Act, 1936 is relevant. Therein it is provided that wages mean all remuneration (whether by way of salaries, allowances or otherwise) expressed in terms of money are capable of being so expressed which would if the terms of employment, expressed or employed were fulfilled be payable to person employed in respect of his employer or of work done in such employer and includes.

(d) Any sum which by reason of termination of employment of the person employed is payable under any law contract or instrument which provides for the payment of such sum whether with nor without deduction but does not provide for the time within which the payment is to be made.

Thus, in view of the above definition of wages the retrenchment allowances are very much covered under the definition of wages and the contention of the Respondent No.1 that retrenchment allowances are not included under

the wages is untenable. According to Ex. W12 the term of payment/mode of payment has been agreed upon between Respondent No.2 the main contractor and Respondent No.3 sub-contractor, to be paid to the contract Labour i.e. Petitioner for doing the work at Respondent No.1 industry. The employment of Petitioner by Respondent No.3 of the Petitioner has been admitted by Respondent No. 1 & 2 and it is also admitted that retrenchment allowances of the Petitioner workman has not been paid by none of the Respondents. Therefore, as a Principal Employer Respondent No.1 is liable to pay retrenchment allowance to the Petitioner in view of the provision contained under Section 21 (4) of Contract Labour (Regulation and Abolition) Act, 1970 and he may recover the said amount of retrenchment allowances so paid to Petitioner from Respondent No. 2 and Respondent No. 3. Thus, the contention of Respondent No. 1 in this context is untenable.

18. Therefore, in view of foregone discussion and law laid down by Hon'ble Court as discussed in preceding paragraph of this order, I come to irresistible conclusion that as per document Ex. W8 and W12 Petitioner had worked with the Respondent No. 1 as contract labour employed by Respondent No.3 as sub-contractor of Respondent No.2, during the period from 16-08-2009 to 15-08-2012 and Respondent No.3 the employer has terminated the services of Petitioner w.e.f 16-08-2012. Therefore, Petitioner is entitled for payment of retrenchment allowances as per document Ex. W12 which has been proved by the oral and documentary evidence of Petitioner and also admitted by Respondent No. 3 it is undisputed that none of the Respondents has paid such retrenchment allowance to the Petitioner. Therefore, as per provision contained under section 21 (4) of contract labour (Regulation and Abolition) Act, 1970 the Respondent No. 1 being principal employer is responsible for payment of retrenchment allowance to Petitioner, and he may recover said amount paid to Petitioner from Respondent No. 1 and 2 jointly and severally. Thus, the Petition filed by the Petitioner has merits and deserved to be allowed.

ORDER

The Petition filed by the Petitioner under section 33C(2) of ID Act 1947 corresponding section 59 (2) under the Industrial Relation Code is allowed.

Respondent No. 1 Chairman & Managing Director, Rastriya Ispat Nigam Ltd, Visakhapatnam Steel Plant, Visakhapatnam is directed to pay the amount of Rs. 74,617.23ps. to the Petitioner within 30 days from the date of this order. Respondent No.1 is further directed to pay the interest @ 12% per annum on this amount from the date of due i.e., 16-08-2012 up to the date of payment.

It is further directed that Respondent No.1 is entitled to recover the said amount paid to Petitioner from Respondent No.2 the main contractor and Respondent No. 3 the sub-contractor jointly and severally.

Ordered accordingly.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 4th day of December, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri P. Nagabhushan 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 मार्च, 2026

का.आ. 524.—औद्योगिक विवाद अधिनियम (1947 का 15) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **प्रामेरिका लाइफ इंश्योरेंस कंपनी लिमिटेड** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री अजय दत्ताराम मोरे** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.- 05/2024)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-15]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 524.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (15 of 1947), the Central Government hereby publishes the award **(Reference No. 05/2024)** of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Pramerica Life Insurance Company Ltd.** and **Shri Ajay Dattaram More** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2025-IR(M)-15]

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 2024

Parties: Employers in relation to the management of
Pramerica Life Insurance company Ltd,
8th Floor, B Wing, Sohraqabh Hall Opp. Jahangir Hosp.
Pune, Maharashtra-411015.
And
Ajay Dattaram More,
Datta Niwas, Sr. No. 1/239, Behind Vitthal Mandir,
Nr. Hanuman Temple, Kalas Gaon,
Pune-411015

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. RLCP/8(21)/2023 dated 28/12/2023 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 the action of the Managing Director, M/s. Pramerica Life Insurance Ltd, in terminating the services of Shri Ajay Dattaram More from 13.01.2023 is legal and justified? If not, to what relief the workman is entitled to?

2. *Whether the demand of the workman Shri Ajay Dattaram More for payment of salary and incentives along with back wages and all other consequential benefits is legal and justified? If yes, to what relief the workman is 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****;*

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, 27 मार्च, 2026

का.आ. 525.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स विद्या कैटरर्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **पेट्रोलियम कर्मचारी संघ; श्री महेश हेगड़े** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 2/2011)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-76]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 525.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. 2/2011)** of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **Indian Oil Corporation Ltd; M/s Vidya Caerers** and **Petroleum Employees' Union; Mr. Mahesh Hegde** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/04/2026-IR(M)-76]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

COMPLAINT NO. CGIT-2/2 of 2011
IN
Reference No. CGIT-2/54 of 2010

1. The Workman represented by
Petroleum Employees Union.,
C/o, Tel Rasayan Bhavan,
Tilak Road,
Dadar (E),
Mumbai- 400 014.

2. Mr. Mahesh Hegde
Ekta Apartment
E-1-40, A-5,
Phase-II,
Sector-10,
Nerul,
Navi Mumbai – 400 705. **Complainants**

V/s.

1. Indian Oil Corporation Limited,
Indian Oil Bhavan,
Bandra (E),
Mumbai- 400 051.

2. The Plant Manager,
Indian Oil Corporation Limited,
D-100, T. T. C. Industrial Area,
Kukshit Village,
Vashi,
Mumbai – 400 705.

3. M/s. Vidya Caterers,
Purported Contractors,
Indira Colony,
B-1, Room No.4, Kurar Village,
Dafthary Road,
Malad (E),
Navi Mumbai – 400 097. **Opposite Parties**

APPEARANCES:

For the Complainant : No appearance

For the Opposite Party No. 1&2 : Ms. Jayshree Kumar
Advocate

For the Opposite Party No. 3 : No appearance

Mumbai, dated 21st January 2026.

AWARD

(Delivered on 21-01-2026)

1. This is a Complaint u/s. 33-A of the Industrial Disputes Act 1947, filed by the complainant.

2. The case is called out today. Ms. Jayshree Kumar, the learned counsel for the opposite party no.1 & 2 is present before the Tribunal but no one is present on behalf of the workman/complainant. From perusal of record, it is apparent that, the complainant/workman is not responding and attending the Tribunal since 20.12.2018 long back. Although, Statement of Claim and Written Statements have been filed by the parties respectively. Complainant has also filed his affidavit. The contents of the affidavit as well as the contents of the complaint has not been supported by the evidence of the workman by producing him before the Tribunal. The complainant/workman is not coming to the Tribunal since long back. It appears that, he is not interested to contest the case furthermore. The claim of the complainant/workman is not proved. The case is closed.

In view of this, this Complaint is disposed off for want of prosecution.

Date: 21-01-2026 Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 27 मार्च, 2026

का.आ. 526.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार **राष्ट्रीय इस्पात निगम लिमिट विशाखापत्तनम स्टील प्लांट; मिडफील्ड इंडस्ट्रीज लिमिटेड; मेसर्स ऋषिता एसोसिएट्स** के प्रबंधतंत्र के संबद्ध नियोजकों और **श्री संजय तिवारी** के बीच अनुबंध में निर्दिष्ट **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- एमपी 27/2017)** को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27.03.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-20]

सलोनी, उप निदेशक

New Delhi, the 27th March, 2026

S.O. 526.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Reference No. MP 27/2017)** 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 Sanjay Tiwari** which was received along with soft copy of the award by the Central Government on 27.03.2026.

[No. Z-16025/03/2026-IR(M)-20]

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. 27/2017

Between:

Sanjay Tiwari,
S/o. R.N. Tiwari,
Walzen Strips Pvt. Ltd., Wire Rod Mill-1,
Visakhapatnam Steel Plant,
Visakhapatnam – 530031.

…..Petitioner

And

1. Chairman & Managing Director
   Rastriya Ispat Nigam Limit
   Visakhapatnam Steel Plant,
   Visakhapatnam – 530 031.
   Andhra Pradesh.

2. Chairman & Managing Director,
   Midfield Industries Limited
   Plot No.6, Phase-IV Extn. I.D.A.
   Jeedimetla,
   Hyderabad – 500 055 (Telangana)

3. M/s. Rishita Associates,
   Rep. By Smt. J. Vijaya
   Proprietrix,
   Door No. 57-24-79/3,
   Tummadapalem, Kancharapalem,
   Visakhapatnam – 530008.
   Andhra Pradesh. ….. Respondents

Appearance:

For the Petitioner : Sri B.V. Rao, Advocate
For the Respondent-I : M/s. Saibaba & Srinivas, Advocates
For the Respondent -III: Sri K. Appa Rao, Advocate

ORDER

This petition has been filed by the Petitioner against the Respondent Management under section 33-C (2) of the Industrial Dispute Act 1947 for the recovery of the amount Rs. 1,04,560.62ps 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 899 working days, amounting to Rs. 1,04,560.62ps 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.1,04,560.62ps. 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.1,04,560.62ps. 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. 37 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. 37 name of the Petitioner, Sri Sanjay Tiwari, unskilled workman is recorded and against his name amount due towards full and final amount is shown as Rs.1,04,560.62ps Further, document Ex. W16 is the letter dated 3rd December 2013, addressed to the General Manager Vishakhapatnam Steel Plant, Respondent No.1 by Respondent No.2 regarding labour benefit payment directly which is to be cleared by Respondent No.2 in respect of contract labour for the period from 16th August 2009 to 15th August 2012. Similarly, documents Ex. W17 and W20 are the letters addressed to Respondent No.1 by Respondent No.2 for release of amount equivalent to full and final benefit due to contract labour. Thus, on going oral and documentary evidence produced by the Petitioner, it is established that Petitioner was engaged by the Respondent No.3 as contract labour for the work of Respondent No.1 on behalf of Respondent No.2 during the period from 12.8.2009 to 12.8.2012 and he is entitled to receive Rs. 1,04,560.62ps. towards full and final payment as terminal benefit from Respondent No.3 as per terms of contract Ex.W8, W9, and Ex. W12. Further, it is established that Petitioner was engaged for work by Respondent No. 3 i.e., Rishitha Associates for the period from 16.8.2009 to 15.8.2012 to work in industry of R-1 Principal Employer Rashtriya Ispat Nigam Ltd, Vishakpatnam Steel Plant.

13. Although Respondent has contended that all the wages and dues towards the final settlement have been paid to the Petitioner workman but in support of his contention Respondent has not filed any document to corroborate it. Respondent No. 1 has also examined witness MW2 Sri K. Sudhakar Rao who has produced and exhibited document Ex.M1 to Ex.M6 and states that Ex. M6 is showing the amount paid by 2nd Respondent to claimants but in cross examination MW2 states that it is true that Ex.M6 relates to amount Rs. 28,58,522/- which is mentioned in para 5 of chief statement of MW1 and he is not aware that Rs. 61,76,628/- is still balance due to be paid to workman. Thus, the testimony of MW2 is not direct evidence in respect of payment of claimed amount in the petition, hence his evidence

is not relevant in this regard. Therefore, contention of the Respondent No.1 in this context is untenable for the want of cogent and relevant evidence. Thus, on going oral and documentary evidence on record, it is established that the Petitioner workman is entitled to receive from the employer Respondent No.3 the amount of Rs.1,04,560.62ps. 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. 1,04,560.62ps. 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 12th day of December 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri Sanjay Tiwari .	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

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