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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, 3 दिसम्बर, 2025

का.आ. 730.—भारतीय जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4(2)(घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री प्रशांत कुमार गोयल के स्थान पर सुश्री शालिनी पंडित (संयुक्त सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक भारतीय जीवन बीमा निगम के बोर्ड में निदेशक के पद पर नामित करती है।

[ई.फा.सं. 6/2(i)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 3rd December, 2025

S.O. 730.—In exercise of the powers conferred by Section 4(2)(d) of the Life Insurance Corporation of India Act, 1956 (31 of 1956), the Central Government hereby nominates Ms Shalini Pandit (Joint Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of the Life Insurance Corporation of India, with immediate effect and until further orders, *vice* Shri Parshant Kumar Goyal.

[e F. No. 6/2(i)/2022-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 3 दिसम्बर, 2025

का.आ. 731.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री प्रशांत कुमार गोयल के स्थान पर सुश्री शालिनी पंडित (संयुक्त सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक भारतीय बीमा विनियामक और विकास प्राधिकरण में अंशकालिक सदस्य नामित करती है।

[ई फा. सं. 6/2(ii)/2022-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 3rd December, 2025

S.O. 731.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby nominates Ms Shalini Pandit (Joint Secretary, Government of India, Ministry of Finance, Department of Financial Services) as part-time member of the Insurance Regulatory and Development Authority of India, with immediate effect and until further orders, *vice* Shri Parshant Kumar Goyal.

[e F. No. 6/2(ii)/2022-BO.I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 दिसम्बर, 2025

का.आ. 732.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री रवि रंजन (जन्म तिथि: 21.9.1968) उप प्रबंध निदेशक, भारतीय स्टेट बैंक को कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख, अर्थात् 30.9.2028 तक अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक में प्रबंध निदेशक के पद पर नियुक्त करती है।

[फा. सं. 2/1/2025-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th December, 2025

S.O. 732.—In exercise of powers conferred by clause (b) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby appoints Shri Ravi Ranjan (DoB: 21.09.1968), Deputy Managing Director in State Bank of India as Managing Director in State Bank of India with effect from the date of his assumption of charge of the office, till the date of his attaining the age of superannuation i.e., 30.09.2028, or until further orders, whichever is earlier.

[F. No. 2/1/2025-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 16 दिसम्बर, 2025

का.आ. 733.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री अश्विनी कुमार तिवारी (जन्म तिथि: 29.12.1967) प्रबंध निदेशक, भारतीय स्टेट बैंक के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 27.1.2026 को समाप्त हो रही है, से आगे कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की तारीख अर्थात् 31.12.2027 तक अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक में प्रबंध निदेशक के पद पर पुनः नियुक्त करती है।

[फा. सं. 2/1/2025-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 16th December, 2025

S.O. 733.—In exercise of powers conferred by clause (b) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby re-appoints Shri Ashwini Kumar Tewari (DoB: 29.12.1967) as Managing Director in State Bank of India with effect from the date of his assumption of charge of the post, beyond his currently notified term which is ending on 27.01.2026, till the date of his superannuation i.e., 31.12.2027, or until further orders, whichever is earlier.

[F. No. 2/1/2025-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 3 मार्च, 2026

का.आ. 734.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 3 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्रीमती सोनाली सेनगुप्ता के स्थान पर श्री थॉमस मैथ्यू, प्रधान मुख्य महाप्रबंधक (सेवानिवृत्त), भारतीय रिजर्व बैंक को तत्काल प्रभाव से और अगले आदेशों तक, इण्डियन ओवरसीज बैंक के बोर्ड में निदेशक नामित करती है।

[फा. सं. 6/3/2011-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 3rd March, 2026

S.O. 734.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby nominates Shri Thomas Mathew, Principal Chief General Manager (Retired), Reserve Bank of India as Director on the Board of Indian Overseas Bank with immediate effect and until further orders, vice Smt Sonali Sengupta.

[F. No. 6/3/2011-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 अप्रैल, 2026

का.आ. 735.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 (दिनांक 17.11.2022 की अधिसूचना के माध्यम से संशोधित) के पैरा 8 (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, बैंक आफ बड़ौदा के मुख्य महाप्रबंधक श्री सुशांत कुमार मोहन्ती (जन्म तिथि: 1.8.1969) को कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ महाराष्ट्र में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[ई फा. सं. 4/4(ii)/2024-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 15th April, 2026

S.O. 735.—In exercise of powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with paragraph 8 (1) of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 (amended *vide* notification dated 17.11.2022), the Central Government hereby appoints Shri Sushanta Kumar Mohanty (DoB: 01.08.1969), Chief General Manager, Bank of Baroda as Executive Director in Bank of Maharashtra for a period of three years with effect from the date of assumption of charge of the post, or until further orders, whichever is earlier.

[eF. No. 4/4/2024-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 736.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (2) के साथ पठित धारा 6 की उप-धारा (1) के खंड (कक) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री तरुण शर्मा (जन्म तिथि: 16.03.1974), उप प्रबंध निदेशक (डीएमडी), भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) का कार्यकाल उनके वर्तमान कार्यकाल के बाद, जो 17.04.2026 को समाप्त हो रहा है, दो (02) वर्षों की अवधि के लिए, अर्थात् 17.04.2028 तक, या अगले आदेश तक, जो भी पहले हो, बढ़ाती है।

[फा. सं. 9/4/2021-आईएफ-1]

एस.के. सिंह, अवर सचिव

New Delhi, the 22nd April, 2026

S.O. 736.—In exercise of the powers conferred by clause (aa) of sub-section (1) of section 6 read with sub-section (2) of section 6 of the Export-Import Bank of India Act, 1981 (No. 28 of 1981), the Central Government hereby extends the tenure of Shri Tarun Sharma (DOB: 16.03.1974), Deputy Managing Director (DMD), Export-Import Bank of India (Exim Bank), for a further period of two (02) years beyond his present tenure ending on 17.04.2026, i.e. upto 17.04.2028, or until further orders, whichever is earlier.

[F. No. 9/4/2021-IF-I]

S.K. SINGH, Under Secy.

राजस्व विभाग

(हिन्दी-2)

नई दिल्ली, 27 अप्रैल, 2026

का.आ. 737.—केन्द्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के केन्द्रीय अप्रत्यक्ष कर एवं सीमा शुल्क बोर्ड के अधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक अधिकारियों एवं कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

क्रम सं.	कार्यालय का नाम
1.	केंद्रीय कर और केंद्रीय उत्पाद शुल्क, एर्णाकुलम मंडल, कोच्चि आयुक्तालय
2.	केंद्रीय कर और केंद्रीय उत्पाद शुल्क, काक्कनाड मंडल, कोच्चि आयुक्तालय
3.	केंद्रीय कर और केंद्रीय उत्पाद शुल्क, पेरुम्बावूर मंडल, कोच्चि आयुक्तालय
4.	केंद्रीय कर और केंद्रीय उत्पाद शुल्क, इडुक्की मंडल, कोच्चि आयुक्तालय
5.	केंद्रीय कर और केंद्रीय उत्पाद शुल्क, आलुवा मंडल, कोच्चि आयुक्तालय
6.	केंद्रीय कर और केंद्रीय उत्पाद शुल्क, चालक्कुडी मंडल, कोच्चि आयुक्तालय

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

प्रीति सेलारे, उप निदेशक(रा.भा.)

(Department of Revenue)

(Hindi-2)

New Delhi, the 27th April, 2026

S.O. 737.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976, Central Government, hereby notifies the following offices under Central Board of Indirect Taxes and Customs, Department of Revenue where more than 80% staff has acquired the working knowledge of official language Hindi.

S. No.	Name of the Office
1.	Central Tax and Central Excise, Ernakulam Division, Kochi Commissionerate.
2.	Central Tax and Central Excise, Kakkanad Division, Kochi Commissionerate.
3.	Central Tax and Central Excise, Perumbavoor Division, Kochi Commissionerate.
4.	Central Tax and Central Excise, Idukki Division, Kochi Commissionerate
5.	Central Tax and Central Excise, Aluva Division, Kochi Commissionerate
6.	Central Tax and Central Excise, Chalakudy Division, Kochi Commissionerate

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

PREETI SELLARE, Dy. Director (OL)

इस्पात मंत्रालय

नई दिल्ली, 21 अप्रैल, 2026

का.आ. 738.—केंद्र सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई, भारत सरकार के इस्पात मंत्रालय की अधिसूचना संख्या सा.का.नि. 679(अ), तारीख 20 सितम्बर 2023, जो भारत के असाधारण राजपत्र क्रमांक 537, तारीख 20 सितम्बर 2023 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में छत्तीसगढ़ राज्य में "बैलाडीला से नगरनार क्षेत्र (एनएमडीसी लिमिटेड पैलेट प्लांट नगरनार)" के अंतर्गत लौह अयस्कस्लरी के परिवहन के लिए एनएमडीसी लिमिटेड द्वारा स्लरी पाइपलाइन और जल पाइपलाइन, ऑप्टिकल फाइबर केबल सहित पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की सूचना संबंधित भू-स्वामियों को तारीख 16 जनवरी, 2026 तक उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट प्रस्तुत कर दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

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

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

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए एनएमडीसी लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से संबंधित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

क्र. सं.	जिला	तहसील	मौजा	खसरा/ कम्पार्टमेंट नंबर	भूमि का वर्ग	भूमि जिसमें उपयोगकर्ता के अधिकार की आवश्यकता है (हेक्टेयर में)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	बस्तर	बास्तानार	बास्तानार	763	निजी भूमि	0.0764
योग				01		0.0764
2	बस्तर	बास्तानार	इरपा	19/3	निजी भूमि	0.0930
				19/2	निजी भूमि	0.7170
योग				02		0.8100
3	बस्तर	बास्तानार	किलेपाल	532	निजी भूमि	0.0132
				315/1	निजी भूमि	0.2720
				315/1/फ	निजी भूमि	0.6330
				315/1/ट	निजी भूमि	0.2583
				315/1/9542	निजी भूमि	0.4460
				315/67	निजी भूमि	0.1310
				315/16	निजी भूमि	0.3180
				315/1/त्र	निजी भूमि	0.3990
				315/66/8	निजी भूमि	0.2407
				315/66/10	निजी भूमि	0.2850
				315/48	शासकीय भूमि	0.5080
				381/1/ग	निजी भूमि	0.4200
				381/1/घ	निजी भूमि	0.6790
				381/31	निजी भूमि	0.0990
				763	निजी भूमि	0.3240

				381/30	निजी भूमि	0.2230
				381/1/9575	निजी भूमि	0.2700
				381/टु	निजी भूमि	0.0600
				381/49	निजी भूमि	0.1920
				381/1/ह/10	निजी भूमि	0.0780
				381/1/ह/9	निजी भूमि	0.3030
				381/57/झ/1	निजी भूमि	0.1797
				381/57/छ	निजी भूमि	0.3024
				381/57/घ/3	निजी भूमि	0.2467
				381/1/9554/8	निजी भूमि	0.4110
				381/1/9554/1	निजी भूमि	0.4052
योग				26		7.6972
4	बस्तर	दरभा	डिलमिली	283/2/ग	निजी भूमि	0.0030
				283/2/घ	निजी भूमि	0.0090
योग				02		0.0120

[फा. सं. एस-28030/1/2025-आरएम (20520)]

अरिंदम चौधरी, उप सचिव

MINISTRY OF STEEL

New Delhi, the 21st April, 2026

S.O. 738.—Whereas by the notification of the Government of India in the Ministry of Steel G.S.R. No. 679 dated 20th September 2023, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extraordinary Gazette of India No. 537 dated 20th September 2023, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying Slurry Pipeline “Bailadila to Nagarnar area (NMDC Limited Pellet Plant, Nagarnar)” and water pipeline along with optical fiber cable for the transportation of iron ore slurry in the State of Chhattisgarh by NMDC Limited;

And whereas, copies of the said Gazette notification were made available to the concerned land owners by 16th January 2026;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Central Government;

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

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

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipelines shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in NMDC Limited, free from all encumbrances.

NMDC Limited shall be exclusively liable for any compensation in terms of Section 10 of the P&MP Act 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to the pipelines.

SCHEDULE

Serial Number	District	Tehsil	Village	Khasara or compartment Number	Category	Lands in which right of user is acquired (In Hectares)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Bastar	Bastanar	Bastanar	763	Private Land	0.0764
Total				01		0.0764
2	Bastar	Bastanar	Irpa	19/3	Private Land	0.0930
				19/2	Private Land	0.7170
Total				02		0.8100
3	Bastar	Bastanar	Kilepal	532	Private Land	0.0132
				315/1	Private Land	0.2720
				315/1/Fa	Private Land	0.6330
				315/1/Ta	Private Land	0.2583
				315/1/9542	Private Land	0.4460
				315/67	Private Land	0.1310
				315/16	Private Land	0.3180
				315/1/Tra	Private Land	0.3990
				315/66/8	Private Land	0.2407
				315/66/10	Private Land	0.2850
				315/48	Government Land	0.5080
				381/1/Ga	Private Land	0.4200
				381/1/Gha	Private Land	0.6790
				381/31	Private Land	0.0990
				763	Private Land	0.3240
				381/30	Private Land	0.2230
				381/1/9575	Private Land	0.2700
				381/Tu	Private Land	0.0600
				381/49	Private Land	0.1920
				381/1/Ha/10	Private Land	0.0780
				381/1/Ha/9	Private Land	0.3030
				381/57/Jha/1	Private Land	0.1797

				381/57/Chh	Private Land	0.3024
				381/57/Gh/3	Private Land	0.2467
				381/1/9554/8	Private Land	0.4110
				381/1/9554/1	Private Land	0.4052
Total				26		7.6972
4	Bastar	Darbha	Dilmili	283/2/Ga	Private Land	0.0030
				283/2/Gha	Private Land	0.0090
Total				02		0.0120

[F. No. S-28030/1/2025-RM (20520)]

ARINDAM CHAUDHARY, Dy.Secy.

नागर विमानन मंत्रालय

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 739.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 की सं. 55) के खंड 3 और खंड 5 के उप-खंड 1 (ii) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा श्री वीर विक्रम यादव, महानिदेशक, नागर विमानन महानिदेशालय, नागर विमानन मंत्रालय को भारतीय विमानपत्तन प्राधिकरण के बोर्ड में पदेन सदस्य के पद पर तत्काल प्रभाव से, अगले आदेशों तक नियुक्त करती है।

[फा. सं. एवी-24011/8/2022-एएआई-एमओसीए]

असंगबा चुबा आओ, संयुक्त सचिव

MINISTRY OF CIVIL AVIATION

New Delhi, the 22nd April, 2026

S.O. 739.—In exercise of the powers conferred under Section 3 and Sub-Section 1 (ii) of Section 5 of the Airports of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoints Shri Vir Vikram Yadav, DirectorGeneral, Directorate General of Civil Aviation, Ministry of Civil Aviation as an Ex-officio Member on the Board of Airports Authority of India with Immediate effect, until further orders.

[F. No. AV-24011/8/2022-AAI-MOCA]

ASANGBA CHUBA AO, Jt. Secy.

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 740.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 की सं. 55) के खंड 3 और खंड 5 के उप-खंड 1 (ii) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा श्री असंगबा चुबा आओ, संयुक्त सचिव, नागर विमानन मंत्रालय को भारतीय विमानपत्तन प्राधिकरण के बोर्ड में अंशकालिक सदस्य के पद पर तत्काल प्रभाव से, उनके कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि, अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[फा. सं. एवी-24011/8/2022-एएआई-एमओसीए]

शोभित गुप्ता, संयुक्त सचिव

New Delhi, the 22nd April, 2026

S.O. 740.—In exercise of the powers conferred under Section 3 and Sub-Section 1 (ii) Of Section 5 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoints Shri Asangba Chuba Ao, Joint Secretary, Ministry of Civil Aviation as a Part-time Member on the Board of Airports Authority of India with immediate effect, for a period of three years from the date on which he assumes office, or until further orders, whichever is earlier.

[F. No. AV-24011/8/2022-AAI-MOCA]

SHOBHIT GUPTA, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विशाखापत्तनम पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (9/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-33]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 22nd April, 2026

S.O. 741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 9/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Visakhapatnam Port Trust and their workmen.

[No. L-39025/01/2026- IR(B-II)-33]

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. 9/2025

Between:

The General Secretary,

The Visakhapatnam Port Employees' Union(HMS),

Dharmasakti Bhavan, 26-15-204, Visakhapatnam,

Andhra Pradesh-53001

.....

...Petitioner

AND

1. The Chairman

Visakhapatnam Port Authority

Port Area, Visakhapatnam

...

...Respondents

Appearances:

For the Petitioner : None

For the Respondents: Sri Ram, Advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 8/42/2024-B1 dated 06.01.2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Visakhapatnam Port Trust and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Visakhapatnam Port Authority in terminating the services of s/sri B. Nookaraju, G. Syamala Rao, V. Nageswara Rao, V. Ramu, K. Mahesh Khanna, T. Trinadha Rao and G. Appa Rao who were engaged as pool khalsis is legal and justified? If not, what relief the concerned workmen are entitled to?”

he reference is numbered in this Tribunal as I.D. No 9/2025 and notices were issued to the parties concerned.

2. Petitioner absent. Respondent present. Despite sufficient opportunities, the Petitioner has failed to file the claim statement as directed by this Court vide order date 08-07.2025. Therefore, a ‘No-claim’ Award is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 3rd day of February, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 742.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (23/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-35]

सलोनी, उप निदेशक

New Delhi, the 22nd April, 2026

S.O. 742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* 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)-35]

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. 23/2025

Gagandeep Kaur, C.O Trackon Courier Near Main Post Office Jagraon, Ludhiana, Punjab 142026.

----- Workman

Versus

1. General manager Punjab National Bank, Dhudike.

----Respondents

Award**Passed on:26.02.2026**

1. Present ID Case has been registered on the basis of communication through Samadhan Portal. After registration of the case, notice was sent to workman. Notice under registered cover served properly and delivered to the workman as per postal track report, but none appeared on behalf of workman till the date for filing any claim petition.

2. Since the workman did not appear before this Court for filing his claim statement, it is useless to keep this proceeding pending. Therefore, the proceedings is dismissed for non-prosecution.

3. File after completion be consigned to the record room.

KAMAL KANT, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **मध्य रेलवे** के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई - 2, के पंचाट (23/2019) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-1)-81]

सलोनी, उप निदेशक

New Delhi, the 22nd April, 2026

S.O. 743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.23/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai-2*, as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-81]

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

APPLICATION REFERENCE NO. CGIT-2/23 of 2019**EMPLOYERS IN RELATION TO THE MANAGEMENT OF**

First Party No.1 M/s. A-1 Laundry Services.,

C/o. All Services Global Pvt. Ltd.,
Plot No. A/G-3, Kama Industrial Estate,
Near Village Pahadi,
Near HUB,
Goregaon (E),
Mumbai- 400 063.
State – Maharashtra.

First Party No.2 M/s. Central Railway.,

The Sr. DME (Coaching)
Central Railway,
Annex Building,
2nd Floor,
CST,
Mumbai- 400 001.
State – Maharashtra.

AND

THEIR WORKMEN.**Party No.2 (Central Railway Contract Labour Sangh)**

The Divisional Secretary,
(Shri R. J. Singh),
Central Railway Contract Labour Sangh (CRCLS)
Mumbai Division,
Sangh Sadan,
Dadar,
Mumbai- 400 028.
State – Maharashtra.

APPEARANCES:

Management No.1	:	Mr. N. S. Paranjpe. Advocate.
Management No.2	:	Mr. B. K. Ashok. Advocate.
Workmen	:	Mr. S. Anchan Advocate

AWARD

(Delivered on 11-03-2026)

1. This is an application Reference u/s. 2A (2) of the Industrial Disputes Act 1947, filed by the Second Party.
2. This matter has taken in special campaign today in court but on repeated calls one counsel for the respondent No.2 Mr. B. K. Ashok is present before the court, but no one is present on behalf of the petitioner/union. From perusal of record, it is apparent that, the petitioner/union is not responding and attending the court since 23.12.2019. The petitioner has not filed his evidence to prove the contents of his case. No other evidence has been filed by the petitioner/union to prove his case. The petitioner/union is not coming to the court since long back. It appears that, the union/petitioner is not interested to contest the case furthermore. The claim of the union/petitioner is not proved.

Hence it is ordered,

ORDER

The termination of the second party/workmen is legal, proper and justified. The workmen is not entitled to any relief.

Date: 11-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 744.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नैशनल बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (11/2018) प्रकाशित करती है।

[सं. एल-12012/83/2017- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 22nd April, 2026

S.O. 744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 11/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen.

[No. L-12012/83/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

I.D. No. 11/2018

Ref NO.L-12012/83/2017 (IR(B-II)): Dated: 16/01/2018

Shri Sabind Kumar

S/o Late Sh. Rambhajan, Village Mateli,

PO: Jarayal Kala, Janpad Faizabad.

.....

Claimant

Versus

1- The Chief Manager/Circle Head,

Punjab National Bank, Divisional Office,

Devkali Road, Janpad Faizabad.

2- The Zonal Manager, Punjab National Bank,

D/o Human Resources Development,

Divisional Office, Devkali Raod,

Reidganj, Faizabad.

.....

Respondents

AWARD

By order NO.L-12012/83/2017 (IR(B-II)): Dated: 16/01/2018, the present industrial dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

"Whether the action of the Management of Chief Manager/Circle Head, Punjab National Bank, Divisional Office, Faizabad and Zonal Manager, Faizabad in termination of Shri Sabind Kumar, s/o Late Shri Rambhajan from 07/04/2017 alleged to be working from 18/11/2015 in PNB, Rojagaonjs Legal and justified ? If not, what relief he is entitled to?"

Accordingly, an I.D. Case No. 11/2018 has been registered.

In response to which claimant, filed his statement of claim.

In brief facts as stated therein are that he was appointed as casual labour with the respondent on 08.11.2015, and worked up till 07.04.2017, however his services were retrenched/terminated without complying provisions of Section 25F of the Industrial Dispute Act.

Accordingly it is prayed by claimant, that he may be reinstated back in his services.

Thereafter on behalf of respondent, written statement has been filed denying the contention as taken by claimant in his claim petition to which respondent had filed rejoinder affidavit.

On 22.04.2019 on behalf of claimant document no. (W6-1) to (W6-31), were filed in support of his case, and on behalf of respondent/Bank documents no.(M7-1) to (M7-4) were filed on 17.02.2020, on record.

Thereafter on 24.12.2020, claimant in order to support his case has filed evidence on affidavit (examination in chief)(W-8).

From the perusal of record it transpired that in spite of repeated opportunity given to applicant, he does not turn up for his cross examination on the evidence in chief filed by him, so by order dated 10.09.2024, right of workman to cross examine himself on his evidence on affidavit (Examination in Chief) has been closed.

Thereafter the matter was listed for hearing, in spite of notice none appeared on behalf of workman.

Today (05.02.2026) the matter was taken up in the revise cause list neither workman nor any counsel/LR appear on behalf of the workman, in spite of notice.

Shri AP Singh learned counsel for respondent is present.

I have heard Shri AP Singh learned counsel for respondent and perused the record, keeping in view the above said facts, this is a case of no evidence because worker did not cross examined himself on the evidence filed by him on affidavit (examination in chief) so the case as set up by him has not been proved as per the relevant provision Evidence Act, keeping the said facts and the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

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

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

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

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

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

AWARD

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

Award as above.

Lucknow.

24th February, 2026.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 22 अप्रैल, 2026

का.आ. 745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (16/2021) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी- II)-36]

सलोनी, उप निदेशक

New Delhi, the 22nd April, 2026

S.O. 745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-36]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I. D. No. 16/2021

BETWEEN

Dhruv Shukla, S/o Shri Onkar Nath Shukla, R/o Villa Rukhara, PO-Bhadfr

Distt - Sitapur - 261135

AND

(1) M/s Sainik Security Services, S-20/53-33, Budh Vihar Colony, Gaal Road, Cantt, Varanasi.

(2) Allahabad Bank, presently Indian Bank, Branch, Ishanagar, Distt. Lakhimpur Khiri

(3) Allahabad Bank, presently Indian Bank, Divisional Office, Lahimpur Khiri

AWARD

Sri Dhruv Shukla S/o Sri Onkar Nath Shukla, claimant filed claim petition before this Tribunal on 25.01.2021 u/s 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act).

Accordingly, an industrial dispute No. 13/2016 has been registered.

Claimant in his claim statement, prayed for following relief:

“क प्रतिवादीगण द्वारा बिना किसी कारण, बिना किसी आरोप पत्र तथा उस पर सफाई प्रस्तुत करने का कोई अवसर दिये, बिना किसी नोटिस, नोटिस पे, और बिना किसी प्रकार की छटनी क्षतिपूर्ति आदि का भुगतान किये, मौखिक आदेश के माध्यम से प्रार्थी को दिनांक 25-82020 से कार्य से प्रथक / वंचित किये जाने को अनुचित और अवैधानिक घोषित करते हुए सवेतन अटूट सेवा में बहाल किये जाने का आदेश पारित करने की कृपा करें।

ख बैठकी की अवधि का पूरा पूरा वेतन और अन्य हितलाभ, जो उन्हें निरन्तर सेवा में बने रहने की स्थिति में प्राप्त होते. दिलाये जाने का आदेश पारित करने की कृपा करें।

ग यह कि वाद के संचालन का उचित हर्जा खर्चा भी दिलाया जाए।”

On behalf of the respondent filed preliminary objection, with prayer to reject claim of the workman.

Thereafter, workman filed rejoinder on 21.01.2022.

From the perusal of record, it is clearly established that claimant/workman has not filed evidence on affidavit in support of his case in spite of several opportunities; and it is a case of no evidence from the side of workman/claimant in support of his case.

Thus, in view of the above said facts and the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

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

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

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

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

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

As the workman did not file any evidence on affidavit in support of his case, so it is a case of no evidence filed on behalf of workman in support of case, liable to be dismissed.

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

Award as above.

Lucknow.

06th February, 2026

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 2, के पंचाट (48/2019) प्रकाशित करती है।

[सं. एल-12011/27/2019- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-12011/27/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD
PRESIDING OFFICER/LINK OFFICER
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI
PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/48 of 2019

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

Party No. 1. M/s. Bank of Baroda.

The Chairman & Managing Director,
Bank Of Baroda,
Head Office, Baroda Bhawan,
R. C. Dutt Road, Alkapuri,
Baroda – 390007.

AND

THEIR WORKMEN.

Party No.2 (All India Bank of Baroda Karmachari Sena)

The General Secretary,
All India Bank of Baroda Karmachari Sena,
10/12, Bank of Baroda Building (MMO),
Mezzanine Floor,
Mumbai Samachar Marg, Fort,
District- Sangli,
Mumbai – 400 001,
State: Maharashtra.

APPEARANCES:

Management	:	No appearance
Workmen	:	No appearance.

AWARD

(Delivered on 09-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L- 12011/27/2019-IR (B-II) dated 29.08.2019. The terms of reference given in the schedule are as follows:

“Whether the claim of the Union that the action of the management of Bank of Baroda in not implementing the rotational transfer of staff as per policy is just and legal? If yes, what relief the Union is entitled to?”

2. The case is called out today. Both parties are absent. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court despite service of notices. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his claim. The petitioner/union is not coming to the court since long back. It appears that, the petitioner/union is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered

ORDER

The claim of the Union, that the action of the management of Bank of Baroda in not implementing the rotational transfer of staff as per policy is not just and not legal. The Union is not entitled to any relief.

Date: 09-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 747.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जवाहरलाल नेहरू पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई - 2, के पंचाट (50/2019) प्रकाशित करती है।

[सं. एल-34025/01/2019- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.50/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -2* as shown in the Annexure, in the industrial dispute between the management of Jawaharlal Nehru Port Trust and their workmen.

[No. L-34025/01/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE JUSTICE RETIRED SHIV SHANKER PRASAD

PRESIDING OFFICER/LINK OFFICER

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT

JUSTICE RETIRED SHIV SHANKER PRASAD

Presiding Officer/Link Officer

REFERENCE NO. CGIT-2/50 of 2019

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

First Party No. 1. M/s. Jawaharlal Nehru Port Trust

The Chairman,
Jawaharlal Nehru Port Trust,
Administrative Building,
Sheva,
Navi Mumbai – 400 707,
State: Maharashtra.

2. M/s. Ekta Enterprises

M/s. Ekta Enterprises
Unit JNPT, 606,
Time Square,
Sector-5,
CBD Belapur,

Navi Mumbai – 400 614,

State: Maharashtra.

AND

THEIR WORKMEN.

Party No.2 (New Maritime General Kamgar Sanghatana)

Mr. Mahindra Gharat, President

New Maritime General Kamgar Sanghatana

13/14, Royal Residency, Plot No.281,

Visharli Naka, Above Kanak Automobiles,

Panvel : 410 206,

State: Maharashtra.

APPEARANCES:

Management No.1	:	Mr. L. L. D'Souza.
		Advocate
Management No.2	:	Mr. J. Sawant.
		Advocate
Workmen	:	Mr. A. Kulkarni.
		Advocate

AWARD

(Delivered on 09-03-2026)

1. This Reference has been made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour & Employment, New Delhi, order No. L- 34025/01/2019-IR (B-II) dated 25.09.2019. The terms of reference given in the schedule are as follows:

“Whether the Charter of Demands for wage revision raised by New Maritime & General Kamgar Sanghatana against M/s. Ekta Enterprises, Contractor of JNPT is fair, reasonable and justified? If yes, what relief the workmen are entitled to?”

2. The case is called out today. Ms. Priyanka Sawant, learned counsel for the first party No.1 is present before the court but no one is present on behalf of the petitioner/union on repeated calls. From perusal of record, it is apparent that, the petitioner is not responding and attending the Court since 10.02.2022 long back. No Statement of Claim and Written Statements have been filed by the parties respectively till today. No other evidence has been filed by the petitioner to prove his claim. The petitioner/union is not coming to the court since long back. It appears that, the petitioner/union is not interested to contest the case furthermore. The claim of the petitioner/union is not proved. So, the case is closed.

Hence, it is ordered.

ORDER

The Charter of Demands for wage revision raised by New Maritime & General Kamgar Sanghatana against M/s. Ekta Enterprises, Contractor of JNPT is not fair, not reasonable and not justified. The workmen are not entitled to any relief.

Date: 09-03-2026

Justice SHIV SHANKER PRASAD, Presiding Officer/Link Officer

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (6/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी- II)-37]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 6/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-37]

SALONI, Dy. Director

ANNEXURE

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

ID No. 6/2025**Present: SUSHIL KUMAR, PRESIDING OFFICER****Date: 23-02-2026**

Smt. P. Parimala,
W/o Paranthaman,
27, Rajiv Gandhi Street,
Dr. Khan Nagar,
Nesapakkam,
Chennai-600 078

:

1st Party/Petitioner**AND**

The General Manager (CDO),
Indian Bank,
CO: HRM Department,
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 001.

:

2nd Party / Respondent**Appearance:**For the 1st Party/Petitioner :

None

For the Respondent :

None

Award

The Central Government, Ministry of Labour & Employment vide its Order No. 7/49/2024/B4/ 300075419/ ADJ/A1, dated 10.12.2024 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the termination of casual employee Smt. P. Parimala by Indian Bank is legal and justified? If not, to what relief Smt. P. Parimala is entitled to?”

2. On receipt of the above reference dated 10.12.2024 from the appropriate Government, the dispute was registered as ID No. 6/2025 and due notices were issued to both the parties for their appearance fixing the case to 04.06.2025. Neither the Petitioner nor any Counsel / Authorized Representative turned up resulting further adjournments to 04.08.2025, 17.09.2025, 12.11.2025 and 18.12.2025. The Petitioner did not turn up. It reveals from the body of reference that while the appropriate Govt. sent the reference dated 10.12.2024 to this Tribunal for adjudication, copies of the reference were sent to the Petitioner and all the opposite parties. It is therefore well presumed that both parties must have received the reference. Even then, in the interest of justice, the Petitioner was once again directed to appear and to file claim statement fixing the case to 17.02.2026. The Petitioner did not turn up nor was any authorized representative of the counsel on his behalf present. The claim statement was not furnished in any manner by the Petitioner. It reveals the Petitioner, despite of sufficient opportunity choose not to appear or to file claim statement and documents.

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

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

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

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 749.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (44/2019) प्रकाशित करती है।

[सं. एल-12012/16/2019- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 749.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen.

[No. L-12012/16/2019- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

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

Date: 02-02-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

Industrial Dispute No. 44/2019

BETWEEN

Shri R.Elangovan

S/o. E.Radhakrishnan

14A, VSM Garden, West Saidapet,

Chennai-600083.

: 1st Party/Petitioner

AND

1. The Chief Manager,
Andhra Bank, Zonal Office,
Linghi Chetty Street,
Chennai-600 001.

2. The Senior Manager (HR)
Andhra Bank, Zonal Office,
Linghi Chetty Street,
Chennai-600 001.

:

II Party/Respondent

Appearance:For the 1st Party/Petitioner :

M/s. D.Ravindranathan, Advocates

For the II Party/Respondents 1 & 2 :

M/s. Aiyar & Dolia, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No.L-12012/16/2019(IR(B-II) dated 20-05-2019 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the demand of Shri R.Elangovan, Sub-Staff of Andhra Bank for reinstatement into service w.e.f 01.11.2018 (Stated to be working since 03.12.2014 to 01.11.2018) with all attendant benefits is legal and justified? If not, to what relief is the workman entitled to?”

3. It is the claim of the Petitioner that he was selected and appointed by the Respondent Management as sub-staff, after having followed the existent instructions and procedures, in the Sriperumbudur Branch (Tiruvallur District) on 03.12.2014. The petitioner submits that he had worked for more than 240 days in each of the calendar years during the period from December 2014 to October, 2018. The petitioner further submits that his monthly wages was deposited in his bank a/c bearing no. 24111000002698 at Sriperumbudur Branch of the Respondent bank. The petitioner submits that his last drawn salary of Rs.15,082/- being the salary for the month of June 2018 was deposited in his bank account on 03.07.2018. The petitioner submits that he had put in total service of more than 4 years from the date of appointment i.e. 03.12.2014, till the date of termination i.e. 31.10.2018. The action of the respondent in terminating the services of the petitioner during the pendency of conciliation proceedings is arbitrary, vindictive, illegal and against the principles of natural justice. The respondent bank violated the provisions of the Industrial Disputes Act, 1947, arbitrarily in terminating him from service without complying with the provisions of the Act. The petitioner submits that it is pertinent to mention that even when he was terminated from service without notice, the Respondent has issued online advertisement during April, 2017 calling for applications for the post of sub staff without filling from amongst the existing staff working for years together. The provisions of the bi-partite settlement with regard to the regularization of temporary staff have also been totally violated in terminating the services of the petitioner. For the above reasons, the Respondent Bank may be directed to reinstate the Petitioner into service with back wages, continuity of service and other attendant benefits.

4. The Respondent bank in its counter statement submitted that the Petitioner was never appointed at the said branch of the bank as a sub-staff. He was engaged for specific purpose for which he was paid with fair wages on the basis of equal pay for equal work. Therefore, his engagement was casual in nature and it shall not amount to appointment in the post of sub-staff. Hence, the services provided by the Petitioner was no stretch of imagination can be considered as regularization. It is submitted that disengagement of Petitioner during pendency of conciliation is not arbitrary, illegal and against the principles of natural justice. The Petitioner was not appointed as sub-staff, whereas he was just engaged for completion of specific purpose. The Petitioner was never terminated from service and thus, no notice was served on the Petitioner and there is no violation of law committed by the Respondent bank and thus, for the above reasons, the ID raised by the Petitioner is not maintainable and deserves to be dismissed.

Witnesses Examined:

For the First Party Petitioner :

WW1 Shri R.Elangovan

For the 2nd Party/Management :

Nil

Documents Marked:**On the Petitioner's side:**

Ex.No.	Date	Description
Ex.W1	08.12.2015	Transaction history of the Petitioner with the Respondent bank bearing a/c. No.24111000002698 for the period from <u>Dec.2015 to July, 2018.</u>
Ex.W2	01.03.2016	Letter addressed by Branch Manager Sriperumbudur branch to DGM, Zonal Office of the Respondent Bank.
Ex.W3	18.06.2016	Letter addressed by Branch Manager Sriperumbudur branch to DGM, Zonal Office of the Respondent Bank.
Ex.W4	17.12.2018	I.D. raised before Assistant Labour Commissioner u/s.2A of the Act
Ex.W5	14.02.2019	Recording failure of conciliation
Ex.W6	20.05.2019	Copy of order of reference sent by Ministry of Labour

Documents Marked:On behalf of Respondent/Management : Nil

5. Heard both the counsels appearing on behalf of the parties and perused the records. The Petitioner has filed proof of affidavit and six documents have been marked as Ex.W1 to W6 on his behalf and the Petitioner was cross examined by the Respondent. On behalf of the Respondent proof of affidavit was filed by the Chief Manager of Zonal Office Mr. K.Satyanarayana. No document is filed on behalf of the Respondent bank.

6. The point that arises for determination is whether the Petitioner is entitled for reinstatement into service? If so, to what relief, he is entitled to?

7. The learned counsel for the Appellant submitted that the Petitioner was appointed by the Respondent Bank after having followed the existent instructions on 03.12.2014 and he has completed four years service without any break. The monthly wages of the Petitioner was credited into account of the Petitioner in Sriperumbudur branch bearing No.24111000002698. In this regard, the Petitioner has marked Ex.W1 as transaction history, which clearly establishes the fact that Petitioner had continuously worked with the Respondent bank for four years i.e., more than 240 days in a calendar year and wages were drawn. Ex.W2 and Ex.W3 are the letters sent by Branch Manager of Sriperumbudur branch of the Respondent bank to the DGM., Zonal Office recommending the Petitioner for confirmation.

8. Per contra, the learned counsel for the Respondent contended that the engagement of the Petitioner was casual in nature and shall not amount to appointment for the post of sub-staff. Merely because the Petitioner has completed 240 days of service in a year preceding the date of disengagement, the service of the Petitioner is not liable to be regularized. He further submitted that when there is no order of appointment, the question of termination of the Petitioner does not arise. Further, in the proof of affidavit, the Respondent stated that the Petitioner had raised conciliation proceedings during the year 2018 u/s.2A of the Act. Therefore, the present industrial dispute raised by the Petitioner attracts doctrine of *res judicata* as the Petitioner has raised similar dispute before this forum through union and the matter was earlier dismissed by this Tribunal. Therefore, it is second round of litigation. On this ground itself, the ID is liable to be dismissed and the question of adjudication of this dispute does not arise.

9. The learned Counsel for the Respondent relied upon the judgment of the Hon'ble Supreme Court in the case of Secretary, State of Karnataka Vs. Umadevi & Others in Appeal (Civil) 3595-3612 of 1999 (2006) 4 SCC 1. In this case, the Hon'ble Supreme Court in Civil Appeal No.3595-3612 of 1999, 3520-3524 of 2002 arising out of SLP 9103-9105 of 2001 dated 10.04.2006 has directed the Union of India, that long and continuous service alone does not create right to regularization. It cannot be claimed as a matter of right, unless appointment itself is made against the sanctioned post and it was made through legal and proper process.

10. The Respondent further contended that no person can be appointed in violation of recruitment norms laid down. Any appointment is made in violation of recruitment norms, the said appointment becomes *void ab-initio* and it does not confer any right to the persons so appointed.

11. The learned counsel for the Respondent relied upon the judgement of the Hon'ble Supreme Court in The Managing Director Vs. Ajmer Vidhyut Vitran Nigam Ltd & Another. In that case, the Hon'ble Supreme Court has held that the date from which the regularization is to be granted is a matter to be decided by the employer keeping in view a number of factors like nature of work, number of posts lying vacant, financial condition of the employer, the additional financial burden caused, suitability of the workman for the job and the manner and reason for which initial appointments were made etc. and further held that date of regularization and grant of pay scale is a prerogative of the employer / screening committee and no parity can be claimed in the matter of regularization in different years.

12. The learned counsel for the Respondent relied upon another judgement of the Hon'ble Supreme Court, The State of Bihar and Ors Vs. Kirti Narayan Prasad. In that case, the Hon'ble Supreme Court held that since the appointment of the Petitioner was *ab initio*, void, they cannot be said to be civil servants of the State. On perusal of the judgement, it appears that some Petitioners produced fake or forged appointment letter. But, this is not the case of the Petitioner. He never forged the appointment letter. Further, the Respondent failed to refute the documentary evidence Ex.W1 filed by the Petitioner that the wages amount was paid to the Petitioner for all these four years.

13. As held by the Hon'ble Supreme Court, it is the prerogative right of the employer to regularize the services of employee. But, if the employee serves continuously for four years, then he cannot be asked to leave the service without providing opportunity of being heard. Therefore, in the present case, the Petitioner is entitled for reinstatement into service.

AWARD

In view of the above reasons, the Industrial Dispute raised by Petitioner is allowed. The Respondent is directed to reinstate the Petitioner on the same pay scale as he was getting from the date of removal. The Petitioner is entitled for 50% of the back wages, which will be paid within three months and also entitled for regularization in the course of seniority as per availability of regular post. The reference is answered accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (19/2017) प्रकाशित करती है।

[सं. एल-12011/08/2017- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 750.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 19/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-12011/08/2017- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

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

Date: 23-02-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No.19/2017

BETWEEN

Shri S.Jeyaramalingam,

C/o. Madurai Motor Transport and General

Workers Union,

146, Puttu Thoppu Road, R.M. Complex

Madurai-625 016.

: 1st Party/ Petitioner

AND

The Chief Regional Manager,
Indian Overseas Bank, Regional Office,
No.40, 80 Feet Road, Anna Nagar,
Madurai-625 020.

: 2ⁿ Party/Respondent

Appearance:

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

For the 2nd Party/ Respondent : M/s.N.G.R.Prasad, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No.L-12011/08/2017(IR(B-II) dated 20-03-2017 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the action of the management of Indian Overseas Bank , Regional Office, Madurai in estopping the services of Shri S.Jeyaramalingam, an Ex-Jewel Appraiser from service w.e.f 06.03.2015 is legal and justified? If not, to what relief, the workman is entitled to?”

3. As per the claim statement, the case of the Petitioner is that he was engaged as Business Correspondent to the bank as per agreement dated 11.08.2010 and later he was appointed as jewel appraiser from 05.10.2012 for Sevalpatti Branch. The Petitioner was terminated by the bank without adopting any procedure and he was not assigned any reason for termination. The Petitioner submits that reported allegation of undervalue of gold jewels against him had not been established. There is no substantial evidence to prove the allegation was made against the Petitioner. No show cause notice has been issued and termination of service is against provisions of Article 14, 16 & 21 of Constitution of India. Therefore, the Respondent bank may be directed to reinstate the petitioner into service .

4. In the counter statement filed on behalf of the Respondent, it is submitted that the petitioner has raised the present industrial dispute challenging his dis-empanelment as jewel appraiser under Industrial Disputes Act 1947, is not maintainable either in law or on facts and it is liable to be dismissed *in limine*, as jewel appraisers are not workmen as defined under Section 2(S) of the same Act. That the jewel appraisers are not workmen is amply clear from the rulings dated 10.03.2006 of the Honourable Supreme Court in the Appeal (civil) 7986 of 2004 in Writ Appeal No.465 of 2001 in the case of the General Manager, Indian Overseas Bank - vs - Workmen, All India Overseas Bank Employees Union. In as much as the jewel appraisers are not workmen, the dispute raised by them against Indian Overseas Bank is not an Industrial Dispute in terms of provision of the Industrial Disputes Act.

5. In fact as per policy Bank never appoints any jewel appraiser. As per guidelines of the Bank, a panel of jewel appraisers will be prepared based on the applications made by experienced jewel appraisers and among the empanelled appraisers, the branch can utilize the service of any one of them with the approval of the Regional Office. Since the Bank has not appointed the petitioner on employment basis, they are free to carry on any business even while certifying the jewels at the opposite party Bank. The bank has chosen to disengage the petitioner since he has given certificate to inferior quality jewels and also due to other allegations. It is submitted that there is no employer and employee relationship between the Bank and the petitioner. The petitioner was empaneled in the Jewel Appraiser panel and allotted to the Sevalpatti Branch on 05.10.2012. His service as jewel appraiser was dispensed with by Regional office Madurai based on complaints against him by the customers of the Bank. Regional office of the Bank conducted re-appraisal of the jewels which were appraised by him and found that an excess of Rs.5.89 lakhs was financed due to the wrong appraisal of fineness of jewel pledged in 83 loan accounts. It is submitted that the petitioner has filed W.P.No.(MD). No.7658 of 2015 before the Hon'ble Madurai Bench of Madras High Court challenging his disengagement and the said writ petition was dismissed by the Hon'ble court on 30.04.2015. Challenging the order, he has filed WA. (MD). No.767 of 2015. The said appeal was also dismissed by the Hon'ble Court. It is only thereafter, the petitioner has raised the present industrial dispute before the Labour Commissioner. It is submitted that the Hon'ble Supreme Court vide its order dated 10.03.2006 in Civil Appeal No.7986 of 2004 has clearly stated that there is no employer and employee relationship between the Bank and jewel appraiser like the petitioner. It is submitted that the petitioner was engaged by the branch as Business Correspondent through an agreement and later was empanelled as jewel appraiser by the Sevalpatti branch. The petitioner was paid commission as per the agreement. The averment that the petitioner discharged his duties without any room for complaints is denied as there were complaints against him by the customers of the Bank. Based on the complaints, the Bank conducted re-appraisals of the jewels appraised by the petitioner and ascertained that an excess of Rs.5.89 lakh was financed due to his wrong appraisal. The petitioner was dis-empanelled as jewel appraiser based on the complaints and re-appraisals was done by the Bank. The petitioner is not an employee of the Bank. The Bank is only using his technical service as appraiser of jewels for the purpose of granting jewel loans. His remuneration is purely based on the commission which is paid by the customers. Further the petitioner is free to carry out any job after the assessment is over. In fact petitioner is also running a chit fund business even while he was engaged as Jewel Appraiser/Business Correspondent. It is submitted

that the petitioner is not an employee of the Bank. His services were utilized by the Bank for appraisal of jewels and the same is spelt out in the letter dated 05.10.2012. Since it was found that the petitioner had wrongly appraised the jewels, he was merely disengaged by the Bank. It is submitted that there are no merits in the Claim Petition filed by the petitioner and the same may be rejected.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri S.Jeyaramalingam
For the 2nd Party/Management : MW1 Shri D.Sadasivan, Manager, Law

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	11.08.2010	Copy of agreement with the bank
Ex.W2	27.09.2012	Copy of letter issued by bank
Ex.W3	05.10.2012	Copy of appointment order for jewel appraiser
Ex.W4	20.03.2017	Copy of order of reference made by Ministry of Labour
Ex.W5	03.09.2015	Copy of 2A petition filed by the Petitioner
Ex.W6	06.11.2015	Reply filed by the Respondent
Ex.W7	28.01.2016	Reply filed by the Petitioner
Ex.W8	10.03.2016	Additional written statement filed by Respondent
Ex.W9	09.03.2015	Copy of Petitioner notice for reinstatement

Documents Marked:

On behalf of Respondent/Management :

Ex.No.	Date	Description
Ex.M1	10.03.2006	Copy of judgement of Hon'ble Supreme Court in Civil Appeal No.7986 of 2004
Ex.M2	30.04.2015	Order in W.P (MD) No 7658 of 2015
Ex.M3	16.07.2015	Order in W.P (MD) No 767 of 2015

6. Heard the learned counsels appearing on behalf of the either side and perused the records. The point that arises for my determination is whether the Jewel Appraiser in the Respondent Bank is workman u/s.2(S) of the Industrial Disputes Act, 1947.

7. As per definition of section 2(s) of the Industrial Disputes Act, 1947, workman is a person employed to do manual, technical, unskilled, skilled, technical, operational, clerical or supervisory work subject to wage limit. The question is what is the nature of work of the Jewel Appraiser. It is admitted by the Petitioner that his main work is to examine the purity of gold and take commission from the person who pledge the jewel in the Respondent bank and take the loan amount. The Respondent also stated that the bank did not pay remuneration to the Petitioner and he gets commission from the person who pledge the jewel in the bank. Thus, this fact is established that the Petitioner is taking commission per transaction from the customer, who pledge the jewel in the bank and the Petitioner is not under the control of the bank, he is free to work in multiple banks and there is no relationship of employer and employee with the Respondent bank and the Petitioner. Further, as relied on by the Respondent, the Hon'ble Supreme Court the case of the General Manager, Indian Overseas Bank Vs. Workmen reported in (2006) 3 SCC 729 has categorically held that Jewel Appraisers are not workmen under the provisions of the Act. Therefore, since the Petitioner/Jewel Appraiser is not a workman, he is not entitled to get any relief under the Act. The reference is answered accordingly.

AWARD

In light of the above discussion, as the Petitioner is not a workman and no employer-employee relationship exists between the Respondent /bank and the Petitioner, he is not entitled to get any relief and thus, the industrial dispute is dismissed accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

Date : 23.02.2026

Place: Chennai

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 751.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (13/2017) प्रकाशित करती है।

[सं. एल-12012/94/2016- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 751.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen.

[No. L-12012/94/2016- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

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

Date: 02-02-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No.13/2017

BETWEEN

Shri S.Peter,

S/o. Sebastian,

5/462, Kotharavayal,

Gudalur Dist

Nilgiris-643 212..

:

1st Party/ Petitioner

AND

The Manager,

UCO Bank, Via Ooty,

Gudalur, Nilgiris.

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:

2nd Party/Respondents

Appearance:

For the 1st Party/ Petitioner

:

M/s. K.Lavan, Advocates

For the 2nd Party/ Respondent

:

M/s. Srinath Sridevan, Advocates

The Central Government, Ministry of Labour & Employment vide its Order No.L-12012/94/2016(IR(B-II) dated 06-03-2017 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the action of the management of UCO Bank, Gudalur Branch in estopping the services of Shri Peter, an ex-sub-staff from service w.e.f. 31.03.2009 is legal and justified? If not, to what relief the workman is entitled to?”

2. The Petitioner claimed that he was employed as sub-staff by the 2nd Party/Respondent bank continuously from 01-11-2002 till 31-03-2009 and was paid Rs.150/- per day through voucher and the same can be verified from the daily wages voucher, daily voucher note, general ledger and Day book maintained by the Respondent bank. It is submitted that Petitioner belongs to converted schedule caste Christian and originally his name was Mr.S.Peter Burnad and after Baptism his name was changed to S.Peter. It is submitted that the Respondent Bank orally refused

employment to the Petitioner on 31-03-2009 without any notice or enquiry. As such the refusal of employment to the Petitioner from 31-03-2009 is against the provisions of Industrial Dispute Act and the principles of Natural Justice. Since the Petitioner has worked as sub staff for more than 6 years with continuity of service, the 2nd Party/Respondent should have regularized his service. Though the Petitioner requested the Respondent Bank on number of occasions, to reinstate him in service, there was no response from the 2 Party Respondent bank. Therefore, the Petitioner filed a petition in R.C.No.7/22/2015, U/S 2(A) of the Industrial Disputes Act, 1947, before the Deputy Principal Labour Commissioner Central, Madurai to declare the refusal of employment from 31-03-2009 as illegal and direct the 2nd Party/Respondent to provide the Petitioner employment with back wages and continuity of service. But the conciliation ended in failure and subsequently, the Ministry has sent the reference for adjudication. The refusal of employment to the Petitioner from 31-03-2009 by the 2 Party Respondent without any notice and enquiry is not valid in law and held to be illegal as the Petitioner had worked as sub-staff continuously for more than 6 years. The refusal of employment to the 1st Party/Petitioner by the is against the provisions of Section 25(b) of the Industrial Dispute Act, 1947. For these reasons, it is prayed that Respondent Bank may be directed to reinstate him into service with back wages and other attendant benefits.

3. It is submitted that the Petitioner was only engaged as a Coolie by the Bank and he was paid with a sum of Rs. 150/- as a Coolie amount. It is significant to point out that the Petitioner's service was terminated every day, by getting voucher for the payment of the said coolie amount of Rs. 150/-. It is submitted that the Bank is a Nationalized Bank. The Petitioner got himself engaged as a coolie on a daily basis depending upon the requirement. The Petitioner was not recruited as a permanent employee in accordance with the procedure enumerated in the Bank's recruitment system. In the event of any permanent employment in the nationalised bank, proper recruitment system alone will be followed for the purpose of recruiting any employee. After such proper recruitment, a service register is to be maintained by the Bank for all the permanent employees by following the above said procedure. The Petitioner was not recruited by the Bank as employee. It is further submitted that the Bank is not maintaining any seniority list at District level and the seniority list maintained by the Bank is at the zonal level and includes only permanent employees. There was no attendance register maintained for the petitioner. The bank maintains attendance register only for its permanent employees. It is important to note that there is no compulsory requirement for the service of the Petitioner. The Petitioner also was not duty bound to report regularly for work. The Petitioner had voluntarily entered in to the coolie work and his qualification was not required by the Bank. It is submitted that as defined under Sec. 2 (K) of the Industrial Disputes Act, 1947 the Petitioner's claim cannot hold good. It is submitted that there is no monthly salary paid to the Petitioner by the Bank. It is submitted that the Petitioner was not a permanent employee of the Bank and there was no termination of service by the Bank as alleged by the Petitioner in his statement. Actually, it is the other way that the Petitioner voluntarily did not turn for the coolie work from 31-03-2009. It is submitted that the Petitioner voluntarily stopped his coolie work from 31-03-2009. After six years now the Petitioner has raised this present Industrial Dispute which nothing but a vexatious one. The allegation that the Bank orally informed the Petitioner that there is an order from the higher ups stating that the Petitioner need not come for job from 31-03-2009 is incorrect, false and are not admitted. It is submitted that the refusal of employment to the Petitioner is against Sec. 25(b) of the industrial Disputes Act, 1947 is incorrect. Therefore, the Petitioner is not entitled to any relief as claimed.

Witnesses Examined:

For the First Party Petitioner : WW1 Shri S.Peter
 For the 2nd Party/Management : MW1 Shri Kartik Kumar Sah,
 Branch Manager

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	01.02.2008	Certificate issued by Bethel Church to the Petitioner
Ex.W2	11.09.2008	Letter given by Respondent to sub-treasury officer, Gudalur
Ex.W3	16.12.2008	Conduct certificate given by Respondent bank to the Petitioner
Ex.W4	03.10.2013	Letter sent by Petitioner to Public Information Officer of respondent bank
Ex.W5	01.06.2009	Representation of the Petitioner to the Manager of 2 nd Party/Management

Ex.W6	22.05.2009	Reply received from Information Officer
Ex.W7	25.09.2015	Petition filed by Petitioner u/s.2A in R.C. No.7/22/2015
Ex.W8	09.08.2016	Counter statement filed by Respondent Bank
Ex.W9	06.03.2017	Order of conciliation officer, Chennai.
Ex.W10		Identity card issued by Respondent to the Petitioner
Ex.W11	16.12.2016	Birth certificate of the Petitioner
Ex.W12		Aadhaar card of the Petitioner

Documents Marked:On behalf of Respondent/Management :

Ex.No.	Date	Description
Ex.M1	02.03.2016	Payment voucher
Ex.M2	30.07.2006	Payment voucher
Ex.M3	05.04.2006	Payment voucher
Ex.M4		Copy of proforma invoice signed by Petitioner

4. Heard both the parties and perused the records. The point that arises for determination is whether the Petitioner is entitled for any relief?

5. The Petitioner has adduced oral evidence as WW1 and he was cross examined by the Respondent and documents filed on behalf of the Petitioner were marked as Ex.W1 to W12. Ex.W1 is the certificate issued to the Petitioner by the Bethel Church mentioning his name as S.Peter. Ex.W2 is the copy of letter given by Respondent bank to Sub-Treasury Officer, Gudalur requesting to issue stamps worth of Rs.5,000/- through the Petitioner. Ex.W3 is copy of certificate issued by Branch Manager of the Respondent Bank dated 16.12.2008 certifying that Petitioner had worked as sub-staff of Gudalur branch from 01.11.2002 purely on temporary basis on daily wage basis, which was issued to apply for an employment in abroad. Ex.W4 is copy of letter of the Petitioner addressed to Public Information Officer of the Respondent bank. Ex.W5 is the copy of representation made by the Petitioner to the General Manager of the Respondent bank regarding his removal from service. Ex.W6 is reply given by Public Information Officer to the Petitioner. Ex.W7 is 2A petition filed by the Petitioner. Ex.W8 is the reply filed by Respondent before conciliation officer. Ex.W9 is the reference made by Ministry of Labour. Ex.W10 is the copy of Identity Card issued by Respondent Bank to the Petitioner as sub-staff. On behalf of the Respondent Bank proof of affidavit is filed by Mr.Kartik Kumar Sah, Branch Manager and adduced oral evidence as MW1 and four documents were marked as Ex.M1 to Ex.M4. Ex.M1 to M3 are copies of payment vouchers issued to Petitioner. Ex.M4 is the copy of document showing that he Petitioner is gainfully employed in Sree Saradhambal Automobile Ltd. Coimbatore.

6. The first question that arises to decide the reference is whether the Petitioner has worked for more than 240 days continuously as workman with the Respondent/bank. As per definition of continuous service provided under section 25B of the Industrial Disputes Act, 1947, if a workman has worked continuously for at least 240 days during the 12 calendar months preceding relating to the date e.g. terminated date from the work. The Petitioner in the claim statement as well as oral evidence stated that he was working as a daily wager and he was paid with daily rate wages. He further stated that no service book was maintained for his job. On perusal of Ex.W3, which is a certificate issued by the Branch Manager of the Respondent bank to the Petitioner stating that Mr.Peter is working as sub-staff of the Gudalur branch since 01.11.2002 purely on temporary basis and he has been paid daily wages. This certificate itself suggests that Petitioner had worked as daily wager and received wages for performance of his work every day. This certificate was issued for his good character also. Ex.W4 is copy of letter sent by Petitioner seeking information under RTI Act from the Respondent bank. It is not a proof of document for his service. Ex.W5 is copy of representation made by Petitioner to General Manager of Respondent bank against termination. Ex.W6 is copy of reply given by Respondent Bank to the Petitioner under RTI Act. Ex.W7 & W8 are relating to labour dispute raised by Petitioner and counter filed by Respondent u/s.2A of the Act. Ex.W10 is copy of identity card issued by Respondent bank. On this document, designation of the employee is mentioned as sub-staff. On behalf of Respondent, four documents Ex.M1 to M4 were marked. Ex.M1 to Ex.M3 are copy of payment vouchers. Ex.M4 is copy of proforma invoice signed by the Petitioner.

7. The Petitioner in the claim statement stated that he was employed by the Respondent bank continuously from 01.11.2002 to 31.03.2009 and was paid Rs.150/- per day through vouchers. This statement itself suggests that Petitioner was working on daily wage basis. But, the Petitioner failed to furnish any documentary evidence in support of his claim namely attendance register, wage register etc. The Respondent bank stated that no such documents are available with the respondent because the Petitioner was working as coolie on daily wage basis. Although under the law, nature of duties determine whether the person is a workman or not. It is not important that in what manner he has been provided remuneration/wage, it may be daily, monthly or on contractual basis etc. Based on the above discussion, it may be concluded that the Petitioner has worked for more than 240 days continuously on the basis of daily wage.

8. The second issue that arises for consideration is whether the Petitioner is entitled for reinstatement into service?

9. The fact is established that Petitioner has worked for more than 240 days on daily wage basis. Therefore, he was entitled to get benefit under the provisions of section 25F of the Act, because the Respondent although stated that Petitioner himself stopped from coming to work and therefore, there was no need to give one month notice or one month pay in lieu of notice. But, the Petitioner in his affidavit clearly stated that he was stopped by oral order of the Respondent not to attend the work. This statement may be considered as reliable in absence of any such person's evidence, who was employed in the bank branch at the time of stoppage of the Petitioner from service.

10. The compensation may be on the following grounds:-

a) Worked as daily wagger?

In the present case, Petitioner worked as daily wagger.

b) Long delay in raising the dispute?

This fact is established that Petitioner has committed delay in raising the dispute. As per his statement, he worked up to 31.03.2009, but raised the industrial dispute in the year 2015 before the labour authorities.

11. As per discussion above, it is appropriate to direct the Respondent No.1 to pay one month salary to the Petitioner and 15 days average wages to the every completed year of continuous service along with Rs.1,00,000/- in cash as lump sum compensation within a period of three months.

AWARD

The reference is allowed on the following terms:

a) The Respondent is directed to pay the Petitioner one month salary within a period of three months;

b) The Respondent bank is directed to pay 15 days average wages for every completed year of continuous service within a period of three months; &

c) The Respondent bank is directed to pay Rs.1,00,000/- as lump sum compensation within a period of three months.

12. In case, the above directions are not complied within the stipulated period, the Petitioner will be entitled to get interest @ 6% per annum from 31.03.2009 till the date of payment. Ordered accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

Date : 02-02-2026

Place: CHENNAI

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 752.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (5,6,7,8,&9//2020) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी- II)-38]

सलोनी, उप निदेशक

New Delhi, the 23rd April, 2026

S.O. 752.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 5,6,7,8,&9//2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen.

[No. L-39025/01/2026- IR(B-II)-38]

SALONI, Dy. Director

ANNEXURE

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

Date: 26-02-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE. Nos.5, 6 ,7,8 & 9/2020

S.No.	I.D.No.	1 st Party/Petitioner	2 nd Party/ Management
1.	5/2020	Shri N.Karthikeyan S/o. L.Nagarajan, 37/16-D,Chenniyampalayampudhur, Kanjikovil Post, Perunthurai Taluk Erode-638 116.	1. The Deputy General Manager, Bank of Baroda, Regional Office, 82, Bank Road, 3 rd floor, Coimbatore-641 018. . . 2. The General Manager, Zonal Office, Mylapore, Chennai-600004
2.	6/2020	Smt. D.Poovathal, W/o. late Duraisamy, 198, Puliampatti Road, Periyar Nagar, Nambiyur, Erode-638 458.	1. The Deputy General Manager, Bank of Baroda, Regional Office, 82, Bank Road, 3 rd floor, Coimbatore-641 018. . . 2. The General Manager, Zonal Office, Mylapore, Chennai-600004
3.	7/2020	Shri C.Moorthi, S/o.Chinnan, #2/77, Vavikkadai Vel Nagar, Tiruvachi,Pichadampalayam, Perundurai, Erode-638 052..	1. The Deputy General Manager, Bank of Baroda, Regional Office, 82, Bank Road, 3 rd floor, Coimbatore-641 018. . . 2. The General Manager, Zonal Office, Mylapore, Chennai-600004
4.	8/2020	Smt. R.Lakshmi, W/o. late R.Ravikumar, 36, Lakshmipuram, Rayapalayampudur, Chitode, Erode-638 116.	1. The Deputy General Manager, Bank of Baroda, Regional Office, 82, Bank Road, 3 rd floor, Coimbatore-641 018. . . 2. The General Manager, Zonal Office, Mylapore, Chennai-600004

5	9/2020	Shri M.Ramakrishnan S/ o. Marimuthu, #51, Dr.Ambedkar Nagar, Chithode Post, Erode-638 102..	1. The Deputy General Manager, Bank of Baroda, Regional Office, 82, Bank Road, 3 rd floor, Coimbatore-641 018. 2. The General Manager, Zonal Office, Mylapore, Chennai-600004
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Appearance:

For the 1st Party/ Petitioner : M/s.S.P.Srinivasan, Advocates

For the 2nd Party/ Respondents : M/s. T.S.Gopalan, Advocates

The facts in all these five Industrial Disputes are similar and the legal issues raised by the Petitioners are same and the cases arise against the same Respondent for the same relief. Therefore, a common order is being passed in all these ID cases. I take up the I.D. No.5/2020 as lead case, filed by the Petitioner for disposal of these five appeals and finding being rendered in this order will equally apply to all the other appeals filed by the other Petitioners.

The Central Government, Ministry of Labour & Employment, O.o. Deputy Chief Labour Commissioner (Central), Chennai vide its separate orders No.M.7/5/2019-A1, M.7/6/2019-A1, M.7/ 8/2019-A1, M.7/9/2019-A1, M.7/7/2019-A1 all dated 19-12-2019 referred the following Industrial Disputes to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the action of the management of Bank of Baroda in terminating the services of Shri N.Karthikeyan / Smt.Poovathal / C.Moorthi / R.Lakshmi / M.Ramakrishnan, after being engaged for a considerable period, is legal and justified? If not, to what relief the workman/workwoman are entitled to?”

3. Brief facts are the case are as under:-

ID No. 5/2020 : Shri N.Karthikeyan:

It is the claim of the Petitioner that he joined the service of the 1 Respondent on 13.12.2012 as Sub-Staff at the newly opened Chennimalai Branch. The petitioner discharged the duties of sub staff and also performed the duty of cleaning, maintenance, and the work of sub-staff like stitching voucher, preparation of loan documents, attending cash remittance, etc. The Petitioner worked in the Chennimalai Branch from 13.12.2012 to October 18.12.2014. The Petitioner was also issued bonus certificate for the year 2013 to 2014. He was the only sub-staff to have worked from the date of opening of the branch at Chennimalai, Perunthurai Taluk till 18.12.2014. The petitioner has completed 240 days in a year and 480 days in two years. The post in which he worked as a permanent post of Sub-Staff. All of a sudden, without any rhyme or reason he was orally terminated on 18.12.2014 and he was asked not to report for duty from 19.12.2014. Further, the Petitioner filed Writ Petition No.39804 of 2015, and the Hon’ble Court vide its order dated 20.07.2017, granted the petitioners liberty to approach the competent authorities for relief. In fact, the persons who were similarly placed like that of petitioner were confirmed in service by way of settlement and there were also instances of individuals been regularized and absorbed in service even after 2008 settlement. Hence, settlement entered into on 2008 alone was not the last date of regularization. But, temporary/casual employees were regularized even after 2008.

ID No. 6/2020 : Smt.D.Poovathal:

It is the claim of the Petitioner that she joined the service of the 1 Respondent during November, 1996 as Sweeper cum Sub-Staff at the Nambiyur Branch. The petitioner discharged the duties of sub staff and also performed the duty of cleaning, maintenance, and the work of sub-staff like stitching voucher, preparation of loan documents etc. The Petitioner was transferred to Gobichettipalayam branch in the 2011 and in the year 2012, she was again transferred to Nambiyur branch. The petitioner has completed 240 days in a year and worked continuously for more than 9 years. The post in which she worked as a permanent post of Sub-Staff. All of a sudden, without any rhyme or reason she was orally terminated on 18.12.2014 and she was asked not to report for duty from 19.12.2014. Further, the Petitioner filed Writ Petition No.39279 of 2015, and the Hon’ble Court vide its order dated 20.07.2017, granted the petitioners liberty to approach the competent authorities for relief. In fact, the persons who were similarly placed like that of petitioner were confirmed in service by way of settlement and there were also instances of individuals been regularized and absorbed in service even after 2008 settlement. Hence, settlement entered into on 2008 alone was not the last date of regularization. But, temporary/casual employees were regularized even after 2008.

ID No. 7/2020 : Shri C.Moorthi:

It is the claim of the Petitioner that he joined the service of the 1 Respondent on 03.08.2002 as Sub-Staff at Perundurai Branch. The petitioner discharged the duties of sub staff and also performed the duty of cleaning, maintenance, and the work of sub-staff like stitching voucher, preparation of loan documents, attending cash remittance, etc. On his transfer, the Petitioner worked in the Erode Branch from 01.04.2009 to 18.12.2014. The Petitioner was also issued bonus certificate for the year 2013 to 2014. The petitioner has completed 240 days in a year and 480 days in two years. The post in which he worked as a permanent post of Sub-Staff. All of a sudden, without any rhyme or reason he was orally terminated on 18.12.2014 and he was asked not to report for duty from 19.12.2014. Further, the Petitioner filed Writ Petition No.38443 of 2015, and the Hon'ble Court vide its order dated 20.07.2017, granted the petitioners liberty to approach the competent authorities for relief. In fact, the persons who were similarly placed like that of petitioner were confirmed in service by way of settlement and there were also instances of individuals been regularized and absorbed in service even after 2008 settlement. Hence, settlement entered into on 2008 alone was not the last date of regularization. But, temporary/casual employees were regularized even after 2008.

ID No. 8/2020 : Smt. R.Lakshmi:

It is the claim of the Petitioner that she joined the service of the 1 Respondent/Bank on 17.11.2007 as Sweeper cum Sub-Staff. The petitioner discharged the duties of sub staff and also performed the duty of cleaning, maintenance, and the work of sub-staff like stitching voucher, preparation of loan documents etc. The petitioner has completed 240 days in a year and worked continuously for more than 9 years. The post in which she worked as a permanent post of Sub-Staff. All of a sudden, without any rhyme or reason she was orally terminated on 18.12.2014 and she was asked not to report for duty from 19.12.2014. Further, the Petitioner filed Writ Petition No.38443 of 2015, and the Hon'ble Court vide its order dated 20.07.2017, granted the petitioners liberty to approach the competent authorities for relief. In fact, the persons who were similarly placed like that of petitioner were confirmed in service by way of settlement and there were also instances of individuals been regularized and absorbed in service even after 2008 settlement. Hence, settlement entered into on 2008 alone was not the last date of regularization. But, temporary/casual employees were regularized even after 2008.

ID No. 9/2020 : Shri M.Ramakrishnan:

It is the claim of the Petitioner that he joined the service of the 1 Respondent on 28.02.1994 as peon at Erode Branch upto 02.06.1994. The petitioner discharged the duties of sub staff and also performed the duty of cleaning, maintenance, and the work of sub-staff like stitching voucher, preparation of loan documents, attending cash remittance, etc. On his transfer, the Thiondal Branch Petitioner worked from 27.05.1995 to 14.12.1996. Thereafter, he worked in Perundurai Branch from 16.12.1996 to 10.10.1999. Again he worked from 08.07.2010 to 18.12.2014 in Erode Branch as sub-staff. The Petitioner was also issued bonus certificate for the year 2013 to 2014. The petitioner has completed 240 days in a year and 480 days in two years. The post in which he worked as a permanent post of Sub-Staff. All of a sudden, without any rhyme or reason he was orally terminated on 18.12.2014 and he was asked not to report for duty from 19.12.2014. Further, the Petitioner filed Writ Petition No.38444 of 2015, and the Hon'ble Court vide its order dated 20.07.2017, granted the petitioners liberty to approach the competent authorities for relief. In fact, the persons who were similarly placed like that of petitioner were confirmed in service by way of settlement and there were also instances of individuals been regularized and absorbed in service even after 2008 settlement. Hence, settlement entered into on 2008 alone was not the last date of regularization. But, temporary/casual employees were regularized even after 2008.

4. In the common counter statement, it is submitted that earlier the petitioners had raised an Industrial Dispute in ID No.41, 42,43,44 & 45 of 2018 and the same were withdrawn being not maintainable on the ground that Petitioners in the individual capacity cannot be a party to the dispute u/s.2(k) of the Act. Therefore, on the issue of limitation, at the first instance, the maintainability of this ID is taken up. The order of reference in the present case would not give any right to the Petitioner to seek an adjudication on merits. Therefore, the Respondent challenges order of reference for adjudication on the ground that cessation of engagement was barred by limitation. In the event of preliminary objection being held against the respondent, it reserves the right to file addition counter affidavit on merits of the case.

Witnesses Examined:

For the First Party Petitioner : WW1 Petitioner concerned

For the 2nd Party/Management : Nil

Documents Marked:**On the Petitioner's side:**

Ex.No.		Date	Description
Ex.W1		2012 to 2014	Status of bonus paid to Petitioner for 2012-13 to 2013-14
Ex.W2		2012-13 to 2013-14	Wages paid as sundry charges by bank account in favour of Petitioner during April, 2013 to March, 2014.
Ex.W3		28.03.2018	Certificate issued by Conciliation Officer
Ex.W4		13.08.2019	Petition filed by Petitioner before RLC Madurai
Ex.W5		03.09.2019	Memo filed by Petitioner before CGIT
Ex.W6		23.09.2019	CGIT Award in ID 42/2018
Ex.W7		01.11.2019	e-mail communication received from RLC office
Ex.W8		12.11.2019	Counter filed by Respondent before RLC Madurai
Ex.W9		29.11.2019	Failure report submitted by RLC Madurai
Ex.W10		19.12.2019	Reference issued by Deputy CLC, Chennai

Documents Marked:On behalf of Respondent/Management : Nil

5. Heard both the parties and perused the records. The points that arise for determination are -

(i) Whether the action of the respondent /bank in terminating the services of the Petitioners after being engaged for a considerable period is legally justified?

ii) Whether the claim petitions filed by the Petitioners are maintainable or not?

(iii) Whether the Petitioners are entitled for any relief?

6. The Petitioner has adduced oral evidence as WW1 and he was cross examined by the Respondent and documents filed on behalf of the Petitioner were marked as Ex.W1 to W10. Ex.W1 is the copy of voucher showing bonus paid to the Petitioner for 2012-13 and 2013-14. Ex.W2 is copy of ledger report of the respondent bank account showing sundry charges paid during April, 2013 to March, 2014 for cleaning.

6. First of all, it is worth to mention here that as per facts of the claim petitions and evidences submitted by the Petitioners and reply filed by the Respondent/bank, the fact is established that the Petitioners had worked with the Respondent/bank branches for more than 240 days continuously in one year and served from 7 to 14 years, except Mr. N.Karthikeyan in ID No.5/2020, who has completed two years service. All the Petitioners in their oral evidence in Chief and cross examination established the fact that they had worked continuously for more than 240 days.

The relevant oral evidence in Chief/ cross examination of the Petitioner runs as under:-

Shri N.Karthikeyan : ID No.5/2020 in his proof of affidavit/cross-examination stated as under:-

"I joined the services of the 1st Respondent on 13.12.2012 as sub-staff at newly opened Chennimalai branch and worked there upto 18.12.2014 and his name has been recorded against sub-staff category during zonal audit in the year 2013-14."

Smt.D.Poovathal : ID No.6/2020 in her proof of affidavit stated as under:-

"I joined the service of Respondent/bank branch at Nambiyur as sweeper cum sub-staff during November, 1996 till 18.12.2014."

Shri C.Moorthi : ID No.7/2020 in his proof of affidavit stated as under:-

"I joined the service of the Respondent /bank branch at Perundurai on 03.08.2002 and worked till 18.12.2014 as sub-staff."

Smt.R.Lakshmi : ID No.8/2020 in her proof of affidavit/cross examination stated as under:-

"I joined the service of the Respondent /bank branch at Suriyampalayam on 17.11.2007 and worked continuously till 18.12.2014 as sub-staff."

Shri M.Ramakrishnan: ID No.9/2020 in his proof of affidavit stated as under:-

“I joined the service of the Respondent /bank branch at Erode on 28.02.1994 to 02.06.1994 as Peon and he was again offered job from 27.05.1995 to 14.12.1996 in Thindal Branch and worked from 16.12.1996 to 10.10.1999 in Perundurai branch and also from 08.07.2010 till 18.12.2014 in Erode branch as sub-staff.”

7. In reply, the Respondent/Bank argued on the point that individual claim petitions filed by the Petitioners under the Industrial Disputes Act, 1947 are not maintainable. The learned counsel appearing on behalf of the Respondent relied on a case law in support of his contention in (1957) 1 LLJ 27, and it was held that the dispute between the employer and single employee cannot be per se be an industrial dispute, but it may become the one if it is taken up by number of workmen. This judgement was delivered in the year 1957.

8. Section 2A of the Industrial Disputes Act, 1947 was inserted in the year 1965 and came into force w.e.f. 01.12.1965. On perusal of the inserted section, following ingredients appear to exist:-

i) An individual workman if his service is discharged, dismissed or retrenched or otherwise terminated may raise an industrial dispute.

ii) An individual workman may raise industrial dispute regarding any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination.

iii)

9. In the newly inserted section, the individual employee is also entitled to raise industrial dispute. Therefore, it cannot be said that present Petitioners are not entitled to raise industrial dispute in their personal capacity.

10. Now, I have to decide what relief the Petitioners are entitled to?

As per provisions of section 25F of the Industrial Disputes Act, 1947, when the workman who has completed continuous service not less than 240 days, the workman has to be given one month's notice in writing indicating the reasons for retrenchment, the wages for the period of the notice and he has to be paid retrenchment, compensation. The Petitioners have worked with the Respondent/Bank for more than 240 days continuously in a calendar year, if yes, the protection u/s.25F of the Act is available to the workmen.

11. Section 25F of the Act provides the following conditions before retrenchment of workmen:-

a) One month's notice (wages in lieu of notice)

b) Retrenchment compensation is paid (15 days wages of every completed year of service); &

c) Notice in the prescribed manner is served on the appropriate Government.

12. None of these conditions were followed by the Respondent Bank. Resultantly, the retrenchment becomes illegal. Since, the Respondent /Bank has violated the provisions of section 25F of the Act, the workman is entitled for the following or more relief:-

a) Reinstatement with back wages;

b) Reinstatement without back wages; &

c) Lump sum compensation instead of compensation.

13. All the Petitioners in the above disputes have worked with the Respondent/Bank for more than five years except one Mr. N.Karthikeyan in ID No.5/2020, who worked for two years. As per provisions of the Industrial Disputes Act, 1947, the workmen who has completed 240 days, is entitled for protection u/s.25F of the Act and the retrenchment was in violation of the provisions of the Act, the termination becomes illegal and resultantly, the Petitioners are entitled for reinstatement in service.

14. The learned counsel appearing on behalf of the Respondent submitted that compensation is the appropriate relief which may be awarded in favour of the Petitioners. He relied on the judgement of Hon'ble Supreme Court in the case of Mr.Ranbir Singh Vs. Life Insurance Corporation of India & Another (2023) 17 SCC 196, whereby the Hon'ble Supreme Court held that Respondent cannot be directed to carry out mass absorption of eleven thousand workers on flawed premises without following recruitment process, consistent with the principles of equality of opportunity governed by Article 14 & 16 of Constitution of India. The Hon'ble Court by exercising jurisdiction under Article 142 of the Constitution directed to fresh verification of claims of workmen and to pay compensation in lieu of reinstatement. He submits that the facts involved in the present case are identical to that of the case law cited above. It is also worth to mention here that the Hon'ble Supreme Court had invoked extraordinary power under Article 142 of the Constitution of India.

15. The learned counsel appearing on behalf of the Respondent relied on another judgement delivered by the Hon'ble Supreme Court in the case of Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Another (2009) 15 SCC 327. In that case, the Appellant was engaged by Respondent No.1 as a daily wager on 01.09.1995 and he was paid consolidated monthly wages of Rs.1,498/-. He worked with the Respondent upto 18.07.1996. The Hon'ble Supreme Court delivered the finding in para 13 of the order, which runs as under:-

"13. In this view of the matter, we are of the opinion that as the appellant had worked only for a short period, the interest of justice will be subserved if the High Court's judgment is modified by directing payment of a sum of Rs 50,000 (Rupees fifty thousand only) by way of damages to the appellant by the respondent. Such payment should be made within eight weeks from this date, failing which the same will carry interest at the rate of 9% per annum."

16. In the above cited case, the Hon'ble Supreme Court held that since the workmen had worked only for a short period, therefore, interest of justice will be sub-served, if payment of compensation of Rs.50,000/- by way of damages to the Appellant by the Respondent is made.

17. In the present case in hand, except one Petitioner Shri N.Karthikeyan in ID No.5/2020, remaining four Petitioners had worked more than five years continuously with the Respondent /bank. But, considering equal protection in the eye of law to all the five Petitioners, it is appropriate to pass an order of reinstatement into service of the Respondent/bank.

18. Now, I have to consider as to whether Petitioners are entitled for back wages? It is a settled law that back wages are not applied automatically upon setting aside termination. It depends upon surrounding facts and circumstances which may be described as under:-

- i) Length of service
- ii) Nature of conduct: &
- iii) Gainful employment

It is the primary duty to ascertain whether the Petitioners were gainfully employed after termination. But, there is material on record to show/prove that Petitioners were gainfully employed after termination. Since the Respondent / Bank acted arbitrarily by not giving any notice before retrenchment of workmen and failed to comply with the provisions of section 25F of the Industrial Disputes Act, 1947, in the present case, it is appropriate to award 50% of back wages to workmen/workwoman in the ID Nos.6 to 9/2020 and 25% of back wages to Mr.N.Karthikeyan in ID No. 5/2020 along with order of reinstatement into service of Respondent/bank.

AWARD

19. The claim petition filed by the Petitioners are allowed. The Petitioners are entitled to the following relief:-

- i) Reinstatement of Petitioners into service within two months from the date of receipt of this Award;
- ii) To grant 50% back wages to workmen in ID Nos.6 to 9/2020 and 25% of back wages to Shri N.Karthikeyan in ID No.5/2020.
- iii) To pay back wages to the Petitioners from the date of termination till the date of reinstatement.

The references are answered accordingly.

Record be consigned to the record room.

SUSHIL KUMAR-II, Presiding Officer

Date: 26-02-2026

Place: Chennai

नई दिल्ली, 24 अप्रैल, 2026

का.आ. 753.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1, के पंचाट 32/2023) प्रकाशित करती है।

[सं. एल-12011/20/2023- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2026

S.O. 753.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 32/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-12011/20/2023- IR(B-II)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI**

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 32 of 2023Parties: Employers in relation to the management of

Indian Overseas Bank

V/s.

United Forum of We Bankers

Appearances:

For the first party Management : Mr. S.V. Alva (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-12011/20/2023-IR(B-II) dated 04/05/2023 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 raised by United Forum of We Banker vide letter dated 18.12.2021 against to the management of Indian Overseas bank in respect of Shri Akshay Bharat Kawade in (a) issuing penalty of “censure” without holding enquiry (b) causing workman loss of pay from 17.06.2020 to 10.07.2020 (c) not giving transfer from Ranjangaon to the nearest place from his home town is legal, proper and justifies? If yes, what reliefs are the Shri Akshay Bharat Kawade / union are entitled to and what other directions, if any, are necessary in this matter ?”

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

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

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

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

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

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

Mr. S.V. Alva, Learned Counsel for the Management, appeared and he prayed that the matter be dismissed for want of prosecution.

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, 24 अप्रैल, 2026

का.आ. 754.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इम्पेक्स कार्गो करे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1, के पंचाट (40/2007) प्रकाशित करती है।

[सं. एल-31012/2/2006- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2026

S.O. 754.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.40/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of *M/s Impex Kargo Kare* and their workmen.

[No. L-31012/2/2006- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 40 of 2007

Parties: Employers in relation to the management of

M/s Impex Kargo Kare

V/s.

Shri Divakar Y. Solgaonkar

Appearances:

For the first party Management : Absent

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-31012/2/2006-IR(B-II) dated 17/08/2007 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 action of the management of M/s Impex Kargo Kare, Clearing & Forwarding Agents Mumbai by terminating the services of Shri Divakar Y. Solgaonkar w.e.f. 04.04.2006 is justified? If not, what relief the workman, is entitled to?"

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

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

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

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

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

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

Since claimant/workman has not field 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 workman / 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, 24 अप्रैल, 2026

का.आ. 755.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई- 1, के पंचाट (38/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी-II)-39]

सलोनी, उप निदेशक

New Delhi, the 24th April, 2026

S.O. 755.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* 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)-39]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI**

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 38 of 2025Parties: Employers in relation to the management of

M/s. Canra Bank

V/s.

Their Workmen()

Appearances:

For the first party Management : Mr. Arvind Tapole(Adv.)

For the second party workmen : Absent

Mumbai, dated the 03rd day of February, 2026.**AWARD**

The present reference has been made by the Central Government by its order No.B-7(27)/2022-B.I dated 30/09/2025 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 action of removal of eleven daily wage workers by the management of Canara Bank is legal and justified, If not, what relief the Union is entitled to?”

In view of the above said facts the claimant/workman has filed an application for disposal of matter as withdrawn It is well settled that an industrial dispute, though referred for adjudication, can be permitted to be withdrawn at the instance of the workmen/union, provided such withdrawal is voluntary and unconditional.

Courts have consistently held that where the workman or union does not wish to pursue the reference, the Tribunal cannot compel adjudication on merits and the proper course is to dispose of the reference as withdrawn, without examining the legality or justification of the employer's action.

In such circumstances:

- The Tribunal does not adjudicate the merits of the dispute, and
- No relief can be granted, as the claimant has chosen not to press the claim.

The reference is disposed of as withdrawn at the instance of the claimant union/workmen.

No adjudication is made on the merits of the dispute.

The union/workmen are not entitled to any relief.

No order as to costs.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2026

का.आ. 756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुंबई पोर्ट ट्रस्ट के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुंबई-1, के पंचाट (3/2011) प्रकाशित करती है।

[सं. एल-31011/08/2010- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 27th April, 2026

S.O. 756.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 3/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of Mumbai Port Trust and their workmen.

[No. L-31011/08/2010- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 3 of 2011

Parties: Employers in relation to the management of

1. Master Marine Services Pvt. Ltd,
2. M/s. Meher Container Terminals Pvt. Ltd,
3. M/s. NYK Master Auto Logistic Ltd,
4. M/s. Prudential Shipping Agencies Pvt. Ltd,

V/s.

Their Workmen(Mumbai Port Trust Dock & General Employees Union)

Appearances:

For the first party Management No. 1,2,3,&4: Absent

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-31011/08/2010(IR(B-II) dated 25/02/2011 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 action of the management of M/s. Meher Container Terminal Pvt. Ltd, Mumbai and their group of Companies in terminating the services of Shri Rajhans R. Singh and ten other workmen (as per Ex.1) is legal, just and proper? What Relief the workmen concerned are entitled to?”

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 MISHRA, Presiding Officer

नई दिल्ली, 27 अप्रैल, 2026

का.आ. 757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इम्पेक्स कार्गो करे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय मुम्बई-1, के पंचाट (39/2007) प्रकाशित करती है।

[सं. एल-31012/1/2026- आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 27th April, 2026

S.O. 757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 39/2007) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Mumbai -1* as shown in the Annexure, in the industrial dispute between the management of M/s Impex Kargo Kare and their workmen.

[No. L-31012/1/2026- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 39 of 2007

Parties: Employers in relation to the management of

M/s Impex Kargo Kare

V/s.

Their Workman(Shri Pramod Chipkar)

Appearances:

For the first party Management : Absent

For the second party workmen : Absent

Mumbai, dated the 06th day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-31012/1/2006 dated 17.08.2007 passed in exercise of the powers conferred by clause(d) of sub-section(1) sub-section (2A) of Section 10 of the Industrial Dispute Act 1947. The terms of reference as per the schedule to the said order are as under:

“Whether the action of the management of M/s Impex Kargo Kare, Clearing & Forwarding Agents, Mumbai by terminating the services of Shri Pramod Chipkar w.e.f. 04.04.2006 is justified? If not, what relief the concerned workman is entitled to?”

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

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

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

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

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

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

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

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

Accordingly, the reference stands answered in terms aforesaid.

Award as above.

Justice ARVIND KUMAR MISHRA, Presiding Officer

नई दिल्ली, 28 अप्रैल, 2026

का.आ. 758.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 2 अहमदनगर के पंचाट (04/2020) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-1)-82]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2026

S.O. 758.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No.2 Ahmednagar* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra and their workmen.

[No. L-12025/01/2026- IR(B-I)-81]

SALONI, Dy. Director

ANNEXURE

	Filed on : 01/10/2020. Registered on : 01/10/2020. Decided on : 31/01/2026. Duration : 05 Y 03 M 30 Ds.
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IN THE SECOND LABOUR COURT AT AHMEDNAGAR.**(Before Dr. R.N. Gaikwad, Presiding Officer)****Reference (I.D.A.) No. 04 / 2020.**

(CNR – MHLC-160002152020)

Reference (I.D.A.) No. 04 / 2020.

(CNR – MHLC-160002152020)

1. The Chairman & Managing Director, Bank of Maharashtra, Lokmangal, 1501, Shivajinagar, Pune – 411005.	
2. The Regional Manager, Bank of Maharashtra, Gurukul Building, Nagar Lal Taki, Ahmednagar.	

... **First Party.****VERSUS**

Sudhir Padamnath Zine, Age : 32 years, Occu. : Nil, R/o. At Hingoni, Po. Kangoni, Tq. Nevasa, Dist. Ahmednagar.	... <u>Second Party.</u>
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<u>APPEARANCE :-</u>	Ld. Adv. for the First Party Shri. S.T. Joshi
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	Ld. Advocate for the Second Party, Shri. K.Y. Modgekar
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AWARD

(Delivered on : 31st January 2026)

01. The Deputy Chief Labour Commissioner (Central), Mumbai vide letter Exh.O-1 dated 25.02.2020, in exercise of its powers conferred by Clause (d) of Sub-section (1) and sub-section 2-A of Section 10 the Industrial Disputes Act, 1947 (hereinafter referred to as 'the Act'), referred this dispute for adjudication on the issue as per Schedule i.e. "Whether the action of the management of Bank of Maharashtra, in terminating the services of Shri. Sudhir P. Zine, w.e.f. 18.02.2019 is legal and justified? If not, to what relief the concerned workman is entitled to?"

02. On receipt of the present reference, notice is issued to the second party. The second party appeared and filed his statement of claim.

The case of the Second Party, in short is as under :-

The second party has filed statement of claim at Exh. U-3. It is submitted that, the first party is nationalized bank. The first party having various branches all over the country. The first party having thousands of employees to function the work of the bank. The first party appointed second party as a Sweeper in the month of September-2008 on daily-wages basis. It is further submitted by the second party that, the date of birth of the second party is 30/05/1988 and he belongs to Hindu-Maratha caste. His education is up to 10th Standard. He was initially appointment at Sonai Branch, Tq. Newasa, Ahmednagar with the first party since September-2008. He worked as a permanent daily- wagger Sweeper / Peon. He was transferred to Jawala Branch in the year 2014. His entire service record is clean and unblemished. It is submitted that, after appointment of the second party in the year 2010,2011 & 2012 the respondent has recruited number of vacant posts of Peon and Sweeper as per Part Time Sweeper (Hereinafter referred as 'PTS'). The second party was called for interview, but he was not appointed by the first party on the permanent post. Thereafter, in the year 2017 also an advertisement for the post on PTS was published and the first party has recruited the posts. But again the second party was not recruited on the said post. It is further submitted that, there are 13 posts vacant out of which 06 posts are for open category on which the second party was eligible for recruitment on the said post.

03. It is further submitted by the second party that, the first party has been made the recruitment of other candidates on PTS viz., Vaishali Pathare, Avinash Shirsul, Prakash Kota, Datta Myana in Ahmednagar District without following any legal procedure of recruitment and made them as permanent worker. It is submitted that, the candidates who were juniors to the second party viz., Sanket Waghmare, Kishore Shahane, Devram Hile and more than 20 other candidates are appointed on PTS by the first party.

04. The second party has further submitted that, the second party has approached to the Labour Commissioner for the benefit of permanency and he raised dispute before the Labour Commissioner. Therefore, the first party has not allowed the second party to resume on his work. The first party has orally terminated the services of the second party w.e.f. 18/20/2019. It is further submitted that, the second party has rendered continuous and unblemished services with the first from September-2008 till his oral termination dated 18/02/2019. He has completed more than 240 days of continuous service with the first party in each year. Prior to his oral termination the first party has not followed the due process of law and thereby violated the provisions of Sec.25-F, 25-G & 25-H of the Industrial Disputes Act, 1947. It is submitted that, after said oral termination the second party has made requests to the first party to allow him to work but in vain. The second party has tried to get the job elsewhere but he could not succeeded. Thus, the second party has prayed to declare the oral termination dt.18/02/2019 as illegal and against the principles of natural justice. The second party has further prayed for setting-aside the oral termination and for direction to reinstate him in service with continuity and full back-wages.

05. On receipt of notice of this Court, the first party has appeared in the present matter and filed their written statement vide Exh.C-7. The first party has contended that, the entire contents of the statement of claim are totally false and not legal one. It is contended that, the first party is a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertaking Act, 1971). The first party has denied an employer-employee relationship between the first party and second party. The second party was daily wagger, engaged by the bank for sweeping and cleaning of banks premises as per the requirement and he was paid daily-wages whenever he was engaged. The second party has not undergone any recruitment process applicable for regular appointment and therefore, the second party is not at all a 'workman' as defined U/s.2(s) of the Act and therefore, the claim is not maintainable and the same is liable to be dismissed.

06. It is further contended that, since the services of the second party is purely based on temporarily basis, there is no question of removal from service as alleged by the second party. It is contended that, initially wages were paid in cash but afterwards it was paid by credit to his saving bank account. It is further contended that, the Regional Manager at Ahmednagar is empowered to appoint / regularize daily-wager. All the appointments of permanent post in first party bank are filled by using recruitment notification and undergoing the candidates for a well defined recruitment process. The second party did not pass the written examination of PTS 2017 recruitment process conducted by the bank for permanent post of 1/3 scale PTS. It is submitted that, merely continuous working for more than 240 days in a calender year does not entitled a person to claim for his absorption in the services and such temporary appointment does not confirm any right. Ultimately, the first party has prayed to reject the claim of the second party.

07. In view of the Statement of Claim filed by the second party and Written Statement filed by the first party, my Learned Predecessor has framed issues at Exh. O-05. These issues along with my findings and reasons are as follows :-

Sr. No.	Issues	Findings
1	Whether second party prove that, he is illegally terminated w.e.f. 18/02/2019?	In the affirmative.
2	Whether second party is entitled for the relief of reinstatement in service with full back-wages and continuity of service w.e.f. 18/02/2019 and other reliefs as prayed?	Partly in the affirmative.
3	What Order?	As per final Award.

REASONS

08. To prove his contentions, the second party has examined himself at Exh.U-11. He has also filed documentary evidence on record along with lists Exh. U-07. The second party has closed his evidence vide evidence close pursis at Exh.U-12. On behalf of the first party, evidence affidavit of their Deputy Zonal Manager (Zonal Office), Smt. Varsha Bharat Thool, is filed on record at Exh. C-21. The Respondent has not filed any documentary evidence on record. The first party has closed its evidence by filing evidence close pursis Exh. C-22.

09. Before proceed on evidence of the parties, it is necessary to reproduce here the relevant legal provisions, which are as under:

Definition of “retrenchment” under section 2(oo) of the Industrial Disputes Act, 1947 :-

“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 a workman, or

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

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

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

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

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

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

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

or (iv) who, being employed in a supervisory capacity, draws wages exceeding 3 [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

“25-F. Conditions precedent to retrenchment of workmen :-

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

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice.
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]”

Rule 80-A of the Industrial Disputes (Maharashtra) Rules, 1957.**“80A. Notice of and application for, permission for retrenchment :**

(1) Notice under clause (c) of sub-section (1) of Section 25-N for retrenchment shall be served in Form XXIV-A-I and served on the State Government or such other authority, as may be specified by the State Government and under the said clause either personally or by registered post acknowledgment due and where the notice is served by the registered post, the date on which the same was delivered to the State Government or the said authority shall be deemed to be the date of service of the notice for the purposes of sub-section (3) of the said section 25-N.

(2) Application for permission for retrenchment under sub-section (4) of section-25-N shall be made in Form XXIV-A-II (with attested copy of the notice given by the employer under clause (a) of section 25-F appended thereto) and delivered to the State Government and to such authority as may be specified by that Government either personally or by registered post, acknowledgment due and where the application is sent by registered post, the date on which the same was delivered to the State Government and the said authority shall be deemed to be the date on which the application was made for the purposes of sub-section (5) of the said section 25-N.

(3) The notice or, as the case may be, the application shall be served or made in triplicate and sufficient number of copies of the application for service on the workmen concerned shall be submitted along with the notice, or as the case may be, the application.

(4) The employer concerned shall furnish to the State Government or the authority to whom the notice for retrenchment has been given or the application for permission for retrenchment has been made under clause (c) of sub-section (1) or, as the case may be, sub-section (4) of the said Section 25-N, such further information as the State Government or, as the case may be, the said authority considers necessary for arriving at a decision on the notice or, as the case may be the application, as and when called for by such authority so as to enable the State Government or the said authority to communicate its permission or refusal to grant permission within the period specified in sub- section (3) or as the case may be sub-section (5) of the said Section 25-N]

Rule 81 of the Industrial Disputes (Maharashtra) Rules, 1957.**81. Maintenance of seniority list of workmen -**

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

Section 25-G. Procedure for retrenchment.—

Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

As to Issue Nos. 1 to 3 :-

10. Mr. K. Y. Modgekar, Learned Advocate for the second party has vehemently argued that, the second party was appointed by the first party on the post of Sweeper from September-2008. He was appointed on daily-wage basis. The second party has rendered continuous service with the first party. Initially he was paid Rs.100/- per day and last daily-wage was Rs.300/- per day. The second party has rendered continuous service for more than 240 days in each year. He has further argued that, on 18/02/2019 the second party was orally terminated by the first party. This oral

termination is illegal and against the principles of natural justice. He has further argued that, Class-III and Class-IV employees have been made permanent by the first party, who are juniors to the second party. Therefore, first party has breached the provisions of the Industrial Disputes Act, 1947. Hence he prayed to declare oral termination of the second party as illegal and against the principles of the natural justice. He has also prayed for reinstatement in service with continuity and along with full back-wages of second party.

11. In support of his arguments, Learned Advocate Mr. K. Y. Modgekar, for the second party relied upon the following case laws :-

- 1) **H. D. Singh V/s. Reserve Bank of India & Ors., reported in [Supreme Court Labour Judgments 1984 to 1987 Page No.601].**
- 2) **Gaurishankar Vishwakarma V/s. Eagle Spring Industries Pvt. Ltd., & Ors. reported in [CLR 1988 (1) 38]**
- 3) **Rajendra Prasad Yadav V/s. State of M. P. and others, reported in [2006 (109) FLR 803]**
- 4) **Management of M/s. Recipharm Pharma Services (P) Ltd., rep. By Assistant G. M., Bengaluru V/s. G. Vasanthkumar, Bengaluru & Ors., reported in [2020 II CLR 289].**
- 5) **Executive Engineer, Irrigation Division, Gondia & Ors. V/s. Maroti Janba Dupare, reported in [2004 (101) F:R 1133].**
- 6) **General Manager, Telecom, Nagpur and others V/s. Naresh Brijlal Charote and another, reported in [2001 Lab. I.C. 2127].**
- 7) **Gauri Shankar V/s. State of Rajasthan , reported in [2015 LLR 785].**
- 8) **Bright Export Limited V/s. Central Board of Trustees, EPF Organisation, reported in [2018 LLR 487].**
- 9) **Rupram Yadav V/s. State of M. P. and others, reported in [2010 LIR 1065]**
- 10) **Taranjit Singh Bagga V/s. Maharashtra State Road Transport Corporation, Amravati, reported in [2008 LLR 883]**
- 11) **Jayantibhai Raojibhai Patel V/s. Municipal Council, Narkhed & Ors., [Civil Appeal No.6188 of 2019 arising out of SLP © No.8112 of 2019 (SC) decided on 21/08/2019]**
- 12) **Divisional Controller, S. T. Corporation, Bhuj V/s. Virji D. Barot, reported in [2000 Lab. I.C. 2584]**

12. Per contra, Mr. S. T. Joshi, Learned Advocate for the first party has filed written notes of arguments at Exh.C-23 and C-25. He has argued that, the second party was engaged by the first party for sweeping and cleaning of banks premises on daily-wages as per the requirement and he was paid daily-wages whenever he was engaged for the said work. Learned Advocate for the first party further argued that, initially the wages of the second party were paid in cash but afterwards it was credited to his saving bank account. It is argued that, the Regional Manager at Ahmednagar is empowered to appoint/regularize daily-wager and that all the appointments of permanent post in first party bank are filled by using recruitment notification and undergoing the candidates for a well defined recruitment process. Learned Advocate for the first party has further argued that, the second party did not pass the written examination of PTS 2017 recruitment process conducted by the bank for permanent post of 1/3 scale PTS and that merely continuous working for more than 240 days in a calender year does not entitled a person to claim for absorption in the services and such temporary appointment do not confirm any right. Thus, Learned Advocate for first party prayed to dismiss the claim of the second party.

13. In support of his arguments, Learned Advocate Mr. S. T. Joshi, for the first party has relied upon the following case laws :-

- 1) **Secretary, State of Karnataka & Ors. V/s. Umadevi & Ors. reported in [2006 AIR SCW 1991].**
- 2) **National Fertilizers Ltd., & Ors. V/s. Somvir Singh, reported in [2006 AIR SCW 2972]**
- 3) **Panjab Water Supply and Sewerage Board V/s. Ranjodh Singh & Ors. reported in [2007 ARI SCW 1018]**

14. The second party has come with the case that he was orally terminated from the service. The second party has filed his affidavit in lieu of examination-in-chief at Exh.U-11. He deposed in consonance with his statement of claim. He deposed that, the first party bank appointed him as a daily-wager sweeper in the month of September-2008. He is doing continuous service with the first party bank. He raised issue of his permanency before the Labour Commissioner. Therefore, he was abruptly orally terminated on 18/02/2019 by the first party. He also deposed that, he has worked for more than 240 days in each calender year. Therefore, he prayed for entitlement of reinstatement with continuity along with full back-wages. Mr. S. T. Joshi, Learned Advocate for the first party has taken detail cross-examination of the second party. The admitted facts of the second party are as follows:

1. He admitted that, he was on daily-wages worker with the two branches of the first party.
2. He did not have documentary evidence to show that, he has worked for more than 240 days in each calender year.
3. He was temporary worker.
4. He did not have documentary evidence to show that, the permanency benefits given to Shri. Raju Karpe and Sachin Karpe.
5. He cannot state about the sanction of the Government for his termination.

15. The second party has relied upon the documentary evidence along with list Exh.U-7. These documents are appointment certificate of the second party, letter for interview, applications, details of the service and salary vouchers. The appointment certificate shows that, the second party was appointed by the first party on daily-wage basis (as and when required). This letter was issued by the Sonai Branch Manager. This letter also shows that, the second party was working since the year 2008. The interview letter shows that, the first party called the second party for interview. The second party has given various applications in respect of permanency benefit and other benefits. The letter of first party shown that, the second party was working as temporary PTS. The Branch Manager, Sonai and Jawala of the first party issued details working days of the second party in each year. The total year-wise working days of the Sonai & Jawala Branch are mentioned as under:

Sr. No.	Year	Total days of work done
1	2012	271
2	2013	262
3	2014	289
4	2015	276
5	2016	269
6	2017	109

16. He was working as a Sweeper temporary PTS. The payment vouchers shows that, the second party has received various payments on the head of salary and toilet cleaning.

17. The first party has filed an affidavit in lieu of examination-in-chief at Exh.C-21. She has deposed in consonance with the written statement. She has deposed that, the second party was daily-wager sweeper. The second party is not entitled to any benefits as claimed by him. The appointment rules are not applicable to the second party. Mr. K. Y. Modgekar, learned advocate for the second party has taken cross-examination of the first party witness. The admitted facts of the first party are as follows:

1. She has admitted that, she was not working where the second party has rendered the services.
2. She cannot state as to how the second party given the services.
3. She cannot state the details of the working period of the second party.

18. On appraisal of oral and documentary evidence adduced by both the parties it appears that, the second party was appointed as a Sweeper on daily-wage basis. The second party was appointed in the month of September-2008 by the first party. The first party has admitted the fact that, the second party was working as a Sweeper on daily-wages as and when required. It also appears that, the second party has tried to get permanency benefits with the first party. He also tried to file application and given interview for Sweeper post on PTS. But the first party has not appointed/selected him on the said post. Therefore, the second party has approached to the Labour Commissioner, Mumbai. The second party has approached to the Labour Commissioner in the month of February-2019. The second party has alleged that, he was orally terminated by the first party on 18/02/2019 on account of his dispute raised before the Labour Commissioner.

19. Learned Advocate for the first party has contended that, the second party was daily-wager employee. Therefore, he is not entitled for protection of law as compared to the permanent employees working with the first party. It also appears that, the second party has worked on daily-wages since 2008 to 18/02/2019. The record of the working details shows that, the second party has worked in Sonai and Jawala branches at Ahmednagar district. The record also shows that, the second party has worked from the year 2012 to 2014 at Sonai Branch. The record further

shows that, the second party has worked from the year 2014 to 2017 at Jawala Branch. The second party has completed more than 240 days in each year. At this stage I relied in the case of **State Bank of India v. N. Sundara Money reported in [(1976) 1 SCC 822]** and **Surendranagar District Panchayat v. Dahyabhai Amarsinh reported in [(2005) 8 SCC 750]**. Where in it is held that,

*“Termination is **illegal retrenchment** if the Workman who are on temporary employment and he has completed **240 days of continuous service** in the preceding 12 months; and the Employer failed to give **one month’s notice or pay in lieu**, and pay **retrenchment compensation @ 15 days’ wages per completed year**, and Serve **notice to appropriate government** (Sec. 25-F(c))”.*

20. The above mentioned case-law is very much clear that, the protection of law given to the daily-wager employee as compared to the permanent employee. Therefore, at this stage it is necessary to see that, whether the first party has breached the provisions of the Act. Section 25-F provides the legal provision. It has come on record that, the second party has worked for more than 240 days in each year, therefore, I am of the view that, the right of the second party requires to be protected. It has also come on record that, the second party is orally terminated on 18/02/2019 without giving notice, notice pay and without conducting enquiry. Therefore, I come to the conclusion that, the first party has illegally terminated the second party.

21. Mr. S. T. Joshi, learned advocate for the first party has relied upon the case-laws. In the case of **Umadevi (supra)**, wherein it is held that, the daily-wager, temporary and contractual employees cannot be given relief of permanency. This case-law is in respect of permanency benefits to the daily-wager employee. He has also relied upon the case of **National Fertilizers Ltd., (supra)**, wherein it is held that, the regularization of the employee appointed only on the basis of their application and recruitment rules. He has further relied upon the case of **Panjab Water Supply, (supra)**, wherein it is held that, the regularization in service is governed by the statutory rules.

22. Mr. K. Y. Modgekar, Learned Advocate for the second party has relied upon various case-laws. These case-laws are in respect of retrenchment process of daily-rated worker, permanent and temporary services, reinstatement in service, distinction of part-time and full time employee, back-wages and reinstatement. These case-laws are applicable to the present dispute in respect of retrenchment procedure applicable to the second party.

23. On the background of the rival submissions of both the sides and case-laws placed before me, it reveals that, the first party has not issued notice or show cause notice to the second party and has not followed the procedure and also not conducted domestic enquiry against the second party. The second party is orally terminated from the service on account of dispute raised for his permanency before the Labour Commissioner. It has also come on record that, the workers appointed after the appointment of second party, they have been given permanency benefits. The second party has not placed on record any document viz., muster roll or other documents of the other employees. Therefore, it is difficult to conclude that, the first party has committed breach of the provision of Sec.25-G of the Act. However, the first party committed breach of Sec.25-F of the Act. Therefore, I come to the conclusion that, the oral termination of the second party comes under retrenchment U/s.2 (oo) of the Act. Therefore, the second party has succeeded to prove that, he is illegally terminated w.e.f. 18/02/2019. Hence I answer Issue No.1 in the affirmative.

24. In view of the above discussion the second party has proved that, he is illegally terminated by the first party. The second party has sought the relief of reinstatement in service with continuity and full back-wages w.e.f.18/02/2019. It has come on record that, the second party has applied for the post Sweeper on PTS and appeared in the examination for the post of Sweeper on PTS. But he has not succeeded in the examination. It is very much clear that, the second party has worked as daily-wager employee. The case-laws cited by the first party **Umadevi (supra)**, **National Fertilizers Ltd., (supra)** and **Panjab Water Supply, (supra)** are relevant on the subject of permanency benefits to the daily-wager worker. It is held that, the daily-wager, temporary and contractual employees cannot be given relief of permanency. Therefore, the second party is not entitled for the relief of reinstatement in service along with full back-wages.

25. At this stage I am relying in the case of **Jagbir Singh V/s.. Haryana State Agriculture Marketing Board, reported in [(2009) 15 SCC 327]** and **Assistant Engineer, Rajasthan Development Corporation V/s. Gitam Singh, reported in [(2013) 5 SCC 136]**. Wherein it is held that, “Compensation in Lieu of Reinstatement (Most Common Relief). Courts increasingly award **lump-sum monetary compensation** instead of reinstatement for daily-wage workers.”

26. As discussed in the above said case-law the second party is entitled for retrenchment compensation. The reasonable compensation as deemed fit, which in my opinion is necessary to effectuate, would be based on the formula of payments of compensation. This calculation is based on retrenchment compensation considering the wages of concerned employees as on 18/02/2019 and number of years of service would be the date of his initial appointment in the month of September-2008.

27. In view of the above the second party has pleaded that, initially he was paid Rs.100/- per day wages and later on it came to be increased to the tune of Rs.300/- per day by the first party. Thus it can be said that, at the time of oral termination of the second party he was getting daily-wages of Rs.300/- per day. It is supported by the documentary evidence i.e., Voucher dt.30/10/2015. In the month of October-2015 the second party has worked at Jawala Branch for

a period of 24 days, for which he was paid Rs.8,400/-. Therefore, it can be concluded that, the second party was getting in an average wages of Rs.300/- per day. Therefore, the total compensation would be compensation as per formula of retrenchment compensation. For more clarity the calculation of compensation is shown in respect of second party employee as follows:

Date of initial employment	: September-2008
Total service from September-2008 till 18/02/2019 (date of oral termination)	: 10 Years
Wages as on 18/02/2019 i.e., Rs.7,800/- divided by 26 multiplied by 15, multiplied by 10 years = Retrenchment Compensation. Therefore, total compensation would be amount of Retrenchment compensation.	
Rs.7,800/- ÷ 26 X 15 X 10 = Rs.45,000/- would be the amount of retrenchment compensation.	

28. To the cumulative effect as to the above findings and discussion, the second party is entitled to retrenchment compensation as contemplated in Sec. 25-F of the Act. The second party is entitled for retrenchment compensation of Rs.45,000/- with interest thereon @ 6% from the date of retrenchment order dt.18/02/2019. Accordingly, I answered issue No. 2 partly in the affirmative. Resultantly, I proceed to pass the following Award for issue No.3.

AWARD

1. The Reference is answered partly in the affirmative.
2. The first party nos. 1 & 2 are hereby directed to pay retrenchment compensation of Rs.45,000/- along with interest @6% p.a. from the date of oral termination dt.18/02/2019 till the date of publication of this award to the second party. Failing which the first party shall pay interest @ 10% from the date of publication of this award till its actual realization.
3. Four copies of this Award be sent to Deputy Chief Labour Commissioner (Central), Mumbai i.e., Ministry of Labour & Employment, Central Government, for publication and further necessary action.
4. No order as to costs.

Dr. R.N. GAIKWAD, Presiding Officer & Judge,

Date : 31/01/2026.

2nd Labour Court, Ahmednagar.

नई दिल्ली, 28 अप्रैल, 2026

का.आ. 759.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (174/2025) प्रकाशित करती है।

[सं. एल-12025/01/2026- आई आर (बी-1)-83]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2026

S.O. 759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 174/2025) 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)-83]

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 February, 2026**INDUSTRIAL DISPUTE No. 174/2025**

Between:

Sri Srinivasa Rao Boliseti

70-19-101,

B C Colony

Kakinada,

Andhra Pradesh-533001

9032611099

.....

Petitioner

AND

The Director

M/s Karni Safe Security Service (OPS) Pvt Ltd

Plot No 40, Sukhija Vihar, Near Teoulour Unbound School

Maharana Pratap Road, Vaishali Nagar, Jaipur-302012

The Chief Manager

State Bank Of India, RBO-I

Administrative Office Building, 3rd Floor

Visakhapatnam-530017

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Y. Ranjeeth Reddy, Advocate of R2

AWARD

The Government of India, Ministry of Labour by its order No.7/18/2025-B1 dated 24-06-2025 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 Karni Safe Security Service (OPC) Pvt Ltd and their workmen. The reference is,

SCHEDULE

“Whether the action of management of M/s Karni Safe Security Service (OPC) Pvt Ltd, contractor of State Bank of India, RBO-I, Visakhapatnam in terminating the workman Sri Srinivasa Rao Boliseti, Ex-Housekeeping worker by not following Section 25-G and 25-F of Industrial Disputes Act, 1947 is justified? If not, what relief the concerned workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 174/2025 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 Day February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 अप्रैल, 2026

का.आ. 760.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (154/2025) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी- II)-40]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2026

S.O. 760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 154/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Indian Bank and their workmen.

[No. L-39025/01/2026- IR(B-II)-40]

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. 154/2025

Between:

The General Secretary

Indian bank employees

union (AP&TS)

Banjarasadan, Street No. 15,

Himayathnagar

Hyderabad, Telangana-500029

.....Petitioner

AND

The Chief General Manager CDO

Indian Bank Corporate Office,

PB No: 5555, 254-260

Avvai Shanmugam Salai,

Royapettah, Chennai,
Tamilnadu-600014.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No.7/11/2025-B1 dated 30-05-2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Indian Bank Corporate Office and their workmen. The reference is,

SCHEDULE

“Whether the claim of disputant union for payment of statutory bonus under the payment of bonus Act, 1965 in respect of 429 casual wagers (list enclosed) is justified, if yes, what percentage of bonus under the payment of bonus act, 1965 the referred casual wagers are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 154/2025 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 of Day, 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 अप्रैल, 2026

का.आ. 761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा (पूर्व में विजया बैंक) के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (54/2024) प्रकाशित करती है।

[सं. एल-39025/01/2026- आई आर (बी- II)-41]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2026

S.O. 761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda (Earlier Vijaya Bank) and their workmen.

[No. L-39025/01/2026- IR(B-II)-41]

SALONI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 05th day of February, 2026**INDUSTRIAL DISPUTE No. 54/2024**

Between:

Smt BOYA LAKSHMI

H. No. 21/5/103,

Shiva Shankar Nagar, Adoni

Kurnool District,

Andhra Pradesh-518301

9052077655

..... Petitioner**AND**

The Chief General Manager

Bank of Baroda (Earlier Vijaya Bank)

N. T. Road, Adoni, Kurnool District

Andhra Pradesh-518301

...Respondents

Appearances:

For the Petitioner : Macharla Rangiah, Advocate

For the Respondent: V. Uma Devi, Advocate

AWARD

The Government of India, Ministry of Labour by its Order no. 7/8/2024-B1 dated 04-12-2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Bank of Baroda and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Bank of Baroda in terminating the services of Smt Boya Lakshmi, Ex-Part Time Sweeper is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No 54/2024 and notices were issued to the parties concerned.

2. Case is fixed for filing claim statement and documents. Despite sufficient opportunity and service of notice petitioner didn't file any claim statement. It seems petitioner do not want to prosecute his case. Hence a 'Nil Award' is passed. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 05th day of February, 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 अप्रैल, 2026

का.आ. 762.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनाइटेड बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (43/2018) प्रकाशित करती है।

[सं. एल-12011/46/2018- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 28th April, 2026

S.O. 762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 43/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Asansol* as shown in the Annexure, in the industrial dispute between the management of United Bank of India and their workmen.

[No. L-12011/46/2018- IR(B-II)]

SALONI, Dy. Director

ANNEXURE

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

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

REFERENCE CASE NO. 43 OF 2018

PARTIES: Sujit Chatterjee
(Represented by Punjab National Bank Employees Organisation)

Vs

Management of United Bank of India, Burdwan Regional Office, Durgapur

REPRESENTATIVES:

For the Union/Workman: Mr. Achintya Kumar Mukherjee, union representative

For the Management of ECL: Mr. Tara Shankar Mallick, Advocate.

INDUSTRY: Bank.**STATE:** West Bengal.**Dated:** 02/02/2026**AWARD**

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government of India through the Ministry of Labour, vide its Order No. L-12011/46/2018-IR(B-II) dated 27/11/2018 has been pleased to refer the following dispute between the employer, that is the Management of United Bank of India, Burdwan Regional Office, Durgapur and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of United Bank of India in denial of promotion to Shri Sujit Chatterjee as Permanent Head Cashier of Bolpur Branch of United Bank of India is legal and justified or not? If not, what relief the workmen is entitled to?”

1. On receiving Order No. L-12011/46/2018-IR(B-II) dated 27/11/2018 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference case No. 43 of 2018 was registered on 20/12/2018 and notice were issued to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims.

2. Mr. Achintya Kumar Mukherjee, Vice President, Punjab National Bank Employees Organisation produced a copy of an application dated 26/05/2023 addressed to the Under Secretary, Ministry of Labour & Employment, New Delhi stating that United Bank of India has been merged with Punjab National Bank w.e.f. 01/04/2020 as per the Directives of Government of India, Ministry of Finance and United Bank of India Employees Union has been renamed as Punjab National Bank Employees Organisation, having the same Registration Number as 14874. The case was adjourned on several days awaiting necessary corrigendum of Schedule by way of describing the employer bank as Punjab National Bank in place of United Bank of India. No such corrigendum has been received except one dated 23/12/2024 whereby in the schedule of reference it was stated that “Union Bank of India” be read as “United Bank of India”.

3. On the basis of Notice issued to the union and the employer bank, Mr. Tara Shankar Mallick, Id. Advocate appeared for the management of United Bank of India but did not file written statement. Mr. Achintya Kumar Mukherjee, then Asst. Secretary of the union represented Mr. Sujit Chatterjee, employee of the bank. Mr. Debashish Basu Choudhury, General Secretary of United Bank of India Employees Union initially represented the union and filed a claim statement on 05/02/2019. Fact of the case as disclosed in the statement of claim is that United Bank of India is an industry as comprehended under section 2(j) of the Industrial Disputes Act, 1947 (hereinafter referred as Act for the sake of brevity). Mr. Sujit Chatterjee was the senior most employee at Bolepur Branch of United Bank of India and was posted as Single Window Operator at the material time. On 01/05/2014, a vacancy arose in the post of head cashier at Bolepur Branch of the Bank under Burdwan Regional Office due to retirement of Shri Ashish Kumar Das on 30/04/2014. For the purpose of filling up the permanent vacancy in the post of Head Cashier at Bolepur Branch of United Bank of India, the prevailing policy is to appoint the senior most Single Window Operator of the branch to the post of Head Cashier. A special pay is attached to the post of Head Cashier as per the bipartite settlement governing the service condition of employees. It is contended that on 01/05/2014, Sujit Chatterjee being the senior most Single Window Operator was eligible for the post of Head Cashier as per the prevailing norms and policy and thereby was entitled to receive special allowance or higher pay. Case of the union is that on 05/05/2014, Branch Manager of Bolepur Branch issued an office order for entrusting the charge of Head Cashier to the senior most Single Window Operator but Sujit Chatterjee by letter dated 05/05/2014 declined to accept the charge of Head Cashier on the ground of problems in his right hand and the next seniormost workman took the charge of Head Cashier at Bolepur Branch in compliance with the office order issued by the Branch Manager on 05/05/2014. On 18/06/2014, previous order of the Branch Manager was cancelled and fresh order was passed once again offering the post of Head Cashier to Sujit Chatterjee. He accepted the offer and communicated the same in writing to the authority on 18/06/2014. Concerned workman performed his assigned job in the capacity of Head Cashier. Branch Manager on 02/07/2014 issued a letter No. BOL/STAFF/HEAD CASHIER/299/2014-15 inviting application from Sujit Chatterjee regarding his willingness for the post of Head Cashier. On the same day, workman submitted application dated 02/07/2014 expressing his willingness. Contention of the union is that Regional Office of the bank at Burdwan issued letter dated 08/01/2015 addressed to the Chief Manager, DIR, Department, Head Office of the bank for selection to the post of Head Cashier, expressing choice of selecting Sujit Chatterjee, seniormost Single Window Operator to the post of Head Cashier. However, bank held up confirmation of the workman in the post of Head Cashier. Union stepped in and made representation before the bank authorities at different forms pressing for confirmation of Sujit Chatterjee to the post. Confirmation of Head Cashier was due on 23/06/2015 with expiry of six months of probation period. It is contended that regional authority of the bank in an arbitrary manner and in violation of the policy of selection and posting of Head Cashier, removed Sujit Chatterjee from the charge of Head Cashier and handed over the charge of Head Cashier to a junior employee of the branch.

4. Being dissatisfied with the illegal decision of the bank, an Industrial Dispute was raised. Conciliation proceeding which commenced on 25/08/2015 at Calcutta was transferred to the office of Assistant Labour Commissioner (Central), Durgapur. Further case is that on 02/07/2015, Regional Office of the bank transferred Sujit Chatterjee from Bolepur Branch to Bolepur-Bhubandanga Branch of the United Bank of India as Single Window Operator, the post held by him prior to his posting as Head Cashier, which is a superior post. Conciliation proceeded before the ALC(C), Durgapur resulted in failure and Government of India referred this Industrial Dispute for adjudicating the question as to whether the action of the management of United Bank of India in denying promotion to Sujit Chatterjee as Head Cashier of Bolepur Branch is legal and justified and whether he is entitled to any relief?

5. In their statement of claim, union prayed for an order to the effect that denying confirmation of Sujit Chatterjee in the post of Head Cashier and posting a junior employee there is void and ab initio. It is further contended that the bank acted in an illegal manner in reverting the workman to his earlier post of Single Window Operator and prayed for payment of wages attached to the post of Head Cashier with consequential benefits from the date of taking the charge of workman under the order of the Competent Authority.

6. It is an admitted fact that during pendency of the Industrial Dispute before the Tribunal, by virtue of the Extraordinary Gazette Notification of India dated 04/03/2020, Ministry of Finance issued a Notification bearing G.S.R. 153(E) whereby there was amalgamation of Punjab National Bank with Oriental Bank of Commerce and United Bank of India under Punjab National Bank Scheme, 2020 and it came into force on 01/04/2020. After such amalgamation there has been no corrigendum of Schedule incorporating Punjab National Bank as the employer company, therefore reference case was considered only after issuance of Notice to the United Bank of India. In course of time, United Bank of India preferred not to participate before the Tribunal.

7. To reach a logical consequence in respect of the Industrial Dispute, the case was fixed up for ex-parte hearing. Mr. Achintya Kumar Mukherjee, sole witness in this case appeared in the capacity of the union representative of United Bank of India Employees Union, now known as Punjab National Bank Employees Organisation. In course of evidence, he reiterated the case of the union disclosed in the claim statement. Witness in support of the case produced the following documents:

- (i) Copy of circular No. PD(DIR)/DIR//7/OM-0142/10-11 dated 17/06/2010 is marked as Exhibit W-1.
- (ii) Copy of letter dated 08/01/2015 issued by the Chief Manager informing that Sujit Chatterjee, seniormost staff member (Single Window Operator) was selected to function as Head Cashier before permanent Head Cashier for Bolepur Branch was selected is marked as Exhibit W-2.
- (iii) Copy of Gazette Notification of Ministry of Finance dated 04/03/2020 by which there has been merger of Oriental Bank of Commerce and United Bank of India with Punjab National Bank, is collectively marked as Exhibit W-3.
- (iv) Copy of letter issued by Sujit Chatterjee on 18/06/2014 addressed to the Chief Manager, United Bank of India, Bolepur Branch stating that he was ready to accept the charge of permanent head cashier of the branch is marked as Exhibit W-4.
- (v) Copy of office order No. 30/2014 dated 18/06/2014 by which the Chief Manager of United Bank of India, Bolepur Branch requested Sujit Chatterjee to take over charge of Head Cashier of the branch on the basis of seniority is marked as Exhibit W-5.
- (vi) Copy of office order dated 02/07/2014 by which Sujit Chatterjee was put incharge of Head Cashier of United Bank of India, Bolepur Branch is marked as Exhibit W-6.
- (vii) Copy of office order dated by which Sujit Chatterjee remained incharge till 01/12/2014 and handed over keys to Baloi Mal, next senior person is marked as Exhibit W-6/1.
- (viii) Copy of order dated 27/01/2015 by which Baloi Mal, next seniormost was advised to take charge of cash department is marked as Exhibit W-6/2.
- (ix) Copy of order dated 28/03/2015 by which Rubi Chatterjee was advised to take charge of cash department from Sujit Chatterjee is marked as Exhibit W-6/3.
- (x) Copy of order dated 28/04/2015 by which Rubi Chakraborty was advised to take charge of Head Cashier from Sujit Chatterjee until further order, is marked as Exhibit W-6/4.
- (xi) Copy of letter dated 02/07/2014 issued by the Chief Manager seeking willingness of the candidate for appointment to the post of Head Cashier, is marked as Exhibit W-7.
- (xii) Copy of letter issued by Sujit Chatterjee dated 02/07/2014 addressed to the Chief Manager, United Bank of India, Bolepur Branch expressing his willingness to accept the post, is marked as Exhibit W-8.
- (xiii) Copy of transfer order dated 02/07/2015 whereby Sujit Chatterjee along with five others were transferred to other branches of United Bank of India is marked as Exhibit W-9.
- (xiv) Copy of order dated 03/07/2015 issued by Senior Manager (Admn.) of United Bank of India, Burdwan Region appointing Ruby Chakraborty as Head Cashier at Bolepur Branch of United Bank of India is marked as Exhibit W-10. None appeared to cross-examine the Witness and he was discharged.

8. Mr. Achintya Kumar Mukherjee, union representative submitted that by order No. 30/14 dated 18/06/2014, Chief Manager, United Bank of India, Bolepur Branch requested Sujit Chatterjee to take the charge of Head Cashier of the Bolepur Branch on the basis of seniority (copy of order is produced as Exhibit W-5). On 02/07/2014, Sujit Chatterjee expressed his willingness to take the charge (Exhibit W-8) in response to letter dated 02/07/2014, inviting his willingness to the post. Mr. Achintya Kumar Mukherjee submitted that subsequently, one Baloi Mal, next seniormost was advised to take the charge of Head Cashier, thereafter on 28/04/2015 one Ruby Chakraborty was advised to take the charge of Head Cashier from Sujit Chatterjee until further order. Mr. Mukherjee argued that instead of selecting Sujit Chatterjee, the seniormost Single Window Operator to the post of Head Cashier, Management in an illegal manner transferred him to Bolepur-Bhubandanga Branch by order dated 02/07/2015 (Exhibit W-9). Union representative strenuously argued that the union has raised this Industrial Dispute only to consolidate its moral right against arbitrary action of the bank and not for any material gain or financial benefits. Concluding his argument, Mr. Mukherjee asserted that it would be a moral victory for the union of the bank if this Tribunal finds that management illegally deprived Sujit Chatterjee from his legitimate dues of being promoted to the post of Head Cashier of the bank instead of appointing junior members.

9. I have considered the materials in the case record, evidence adduced by the union witness (WW-I) and argument advanced on behalf of the employee's union of United Bank of India. At the outset it is worthwhile to note that there has been a fundamental transformation in the constitution of the employer bank on account of its

amalgamation with Oriental Bank of Commerce and Punjab National Bank w.e.f. 01/04/2020. Since United Bank of India is a component of amalgamation, finality of this adjudication will bind respective parties at the level of their present disposition.

10. Crux of issue for adjudication in this reference is whether the management of the bank acted in a legal and justified manner by denying the post of permanent Head Cashier to Sujit Chatterjee at Bolepur Branch of the United Bank of India. In the instant case, Sujit Chatterjee has not been examined as witness despite the fact that Mr. Debashis Basu Chaudhury, General Secretary of the union on 05/02/2019 named Sujit Chatterjee in the list of witness. It is therefore, unknown as to whether the person concerned had any personal grievance for not being selected to the post of Head Cashier of Bolepur Branch. Union has come up with a plea that Sujit Chatterjee being the seniormost Single Window Operator was entitled to the post of Head Cashier at the bank on retirement of Ashish Kumar Das on 30/04/2014. In course of argument, it is submitted by the union representative that the post of Head Cashier is not a promotional post but a special pay is attached to such post which is usually given to the seniormost employee as per bipartite settlement. It transpires from pleading of the union that by office order No. 33/2014 dated 02/07/2014 (Exhibit W-6), Sujit Chatterjee was again advised to take the charge of Head Cashier of the branch until further order. Arrangements were made by the Branch Manager from time to time deputing various persons to function as Head Cashier (In-charge) during leave of Sujit Chatterjee. There was no appointment to the post of Head Cashier on permanent basis until 03/07/2015. From the testimony of WW-I it is gathered that by order dated 02/07/2015, Sujit Chatterjee along with five others were transferred to other branches of United Bank of India and copy of order is produced as Exhibit W-9. Without objection against order of transfer at any point of time, Sujit Chatterjee joined the post of Single Window Operator at Bolepur-Bhubandanga Branch of United Bank of India on 03/07/2015. A judicial Notice can be taken of the fact that employment in Banking job is transferrable in nature. Mr. Achintya Kumar Mukherjee, union representative fairly submitted that Sujit Chatterjee had completed five years of his posting at Bolepur Branch of United Bank of India and his transfer was due. Decision of the management of transferring Sujit Chatterjee to Bolepur-Bhubandanga Branch of the bank by order dated 02/07/2014 therefore, does not suffer from any illegality. Once the concerned employee has been transferred to another branch of the bank, he has no locus standi to claim any post in his earlier place of work by dint of his seniority in that branch. Exhibit W-10 is a copy of order dated 03/07/2015 whereby Senior Manager (Admn.) of United Bank of India appointed Smt. Ruby Chakraborty as Head Cashier of the Bolepur Branch of United Bank of India. The union has no right to dispute the administrative decision taken on 03/07/2015 for filling up the post of Head Cashier after transfer of the seniormost staff concerned.

11. Under the facts and circumstances discussed above, I have no hesitation to hold that management of United Bank of India committed no illegality by appointing Smt. Ruby Chakraborty as Head Cashier of Bolepur Branch on 03/07/2015 and there was no breach of any moral principle in not considering Sujit Chatterjee for the said post when he joined his new place of posting. Such decision on part of the management doesn't amount to deprivation of a senior employees to any promotional post which has fallen vacant. Consequently, I hold that there is no merit in the Industrial Dispute and the same is dismissed.

Hence,

ORDERED

that the Industrial Dispute is dismissed ex-parte against the union of the bank. Concerned union is not entitled to any relief in this case. Let an Award be drawn up in the light of my above discussion. Let copies of Award be communicated to the Ministry for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer