



भारत का राजपत्र The Gazette of India

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प्राधिकार से प्रकाशित
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सं. 17]

नई दिल्ली, मई 3—मई 9, 2026, शनिवार/वैशाख 13—वैशाख 19, 1948

No. 17]

NEW DELHI, MAY 3— MAY 9, 2026, SATURDAY/VAISAKHA 13—VAISAKHA 19, 1948

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, 23 अप्रैल, 2026

का.आ. 763.—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, एतद्वारा, श्री रजनीश कर्नाटक (जन्म तिथि: 14.7.1970), प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, बैंक आफ इंडिया के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 28.4.2026 को समाप्त हो रही है, को आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई-फा. सं. 4/1(i)/2025-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 23rd April, 2026

S.O. 763.—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 extends the tenure of Shri Rajneesh Karnatak (DoB: 14.07.1970), Managing Director and Chief Executive Officer, Bank of India, for a period of three years beyond his currently notified term which is ending on 28.04.2026, or until further orders, whichever is earlier.

[e-F. No. 4/1(i)/2025-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 764.—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, एतद्वारा, श्री देवदत्त चंद (जन्म तिथि: 31.1.1971), प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी, बैंक आफ बड़ौदा के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 30.6.2026 को समाप्त हो रही है, को आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई-फा. सं. 4/1(ii)/2025-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 23rd April, 2026

S.O. 764.—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 extends the tenure of Shri Debadatta Chand (DoB: 31.01.1971), Managing Director and Chief Executive Officer, Bank of Baroda, for a period of three years beyond his currently notified term which is ending on 30.06.2026, or until further orders, whichever is earlier.

[e-F. No. 4/1(ii)/2025-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 23 अप्रैल, 2026

का.आ. 765.—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, एतद्वारा, श्री आशुतोष चौधरी (जन्म तिथि: 4.9.1975), कार्यपालक निदेशक, इंडियन बैंक के कार्यकाल की वर्तमान अधिसूचित अवधि, जो दिनांक 2.5.2026 को समाप्त हो रही है, को आगे तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[ई-फा. सं. 4/1(iii)/2025-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 23rd April, 2026

S.O. 765.—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 extends the tenure of Shri Ashutosh Choudhury (DoB: 04.09.1975), Executive Director, Indian Bank, for a period of three years beyond his currently notified term which is ending on 02.05.2026, or until further orders, whichever is earlier.

[e-F. No. 4/1(iii)/2025-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

(राजस्व विभाग)

(हिन्दी-2)

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 766.—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.	केन्द्रीय माल एवं सेवा कर, धर्मशाला मण्डल, शिमला आयुक्तालय
2.	केन्द्रीय माल एवं सेवा कर, मंडी मण्डल, शिमला आयुक्तालय
3.	केन्द्रीय माल एवं सेवा कर, शिमला मण्डल, शिमला आयुक्तालय
4.	केन्द्रीय माल एवं सेवा कर, परवानू मण्डल, शिमला आयुक्तालय
5.	केन्द्रीय माल एवं सेवा कर, बद्दी मण्डल, शिमला आयुक्तालय
6.	मानव संसाधन विकास महानिदेशालय, एचआरएम-I, गोल मार्केट, नई दिल्ली

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

प्रीति सेलारे, उप निदेशक (रा.भा.)

(Department of Revenue)

(Hindi-2)

New Delhi, the 30th April, 2026

S.O. 766.—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 have acquired the working knowledge of official language Hindi:

S. No.	Name of the Office
1.	Central Goods and Services Tax, Dharamshala Division, Shimla Commissionerate
2.	Central Goods and Services Tax, Mandi Division, Shimla Commissionerate
3.	Central Goods and Services Tax, Shimla Division, Shimla Commissionerate
4.	Central Goods and Services Tax, Parwanoo Division, Shimla Commissionerate
5.	Central Goods and Services Tax, Baddi Division, Shimla Commissionerate
6.	Directorate General of Human Resource Development, HRM-I, Gole Market, New Delhi

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

PREETI SELLARE, Dy. Director (OL)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 767.—केंद्र 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 प्रत्यक्ष कर बोर्ड के अधीन निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:

प्रधान मुख्य आयकर आयुक्त, कोच्ची

क्रम संख्या.	कार्यालय का नाम
1.	कार्यालय प्रधान मुख्य आयकर आयुक्त, कोच्ची

[फा. सं. ई-30018/1/2024- डीडीओएल]

प्रीति सेलारे, उप निदेशक (राजभाषा)

(CENTRAL BOARD OF DIRECT TAXES)

New Delhi, the 30th April, 2026

S.O. 767.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government, hereby notifies, the following office under Central Board Direct Taxes, Department of revenue where more than 80% staff have acquired the working knowledge of Hindi:

PRINCIPAL CHIEF COMMISSIONER OF INCOME TAX, KOCHI

S.No.	Name of the Office
1.	O/o The Principal Chief Commissioner of Income Tax, Kochi

[F. No. E-30018/1/2024-DDOL]

PREETI SELLARE, Dy. Director (OL)

कृषि एवं किसान कल्याण मंत्रालय

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 7 अप्रैल, 2026

का.आ. 768.—केन्द्रीय सरकार, कृषि एवं किसान कल्याण मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में भाकृअनुप- राष्ट्रीय ऑर्किड्स अनुसंधान केन्द्र, डिकलिंग रोड, पाक्योंग, सिक्किम – 737106, भारत को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-03/2026-हिन्दी]

प्रेम प्रकाश सुमन, अवर सचिव

MINISTRY OF AGRICULTURE AND FARMERS WELFARE**(Department of Agricultural Research and Education)**

New Delhi, the 7th April, 2026

S.O. 768.—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, Ministry of Agriculture & Farmers Welfare, Department of Agricultural Research & Education hereby notifies the ICAR - National Research for Orchids, Dikling road, Pakyong, Sikkim – 737106, India where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-03/2026-Hindi]

PREM PRAKASH SUMAN, Under Secy.

नई दिल्ली, 7 अप्रैल, 2026

का.आ. 769.—केन्द्रीय सरकार, कृषि एवं किसान कल्याण मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में भा.कृ.अनु.प. उत्तर पूर्वी पर्वतीय क्षेत्र अनुसंधान परिसर, भारतीय कृषि अनुसंधान परिषद, उमरोई रोड, उमियम, मेघालय-793103 को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्द्वारा अधिसूचित करती है।

[फा. सं. 13-03/2026-हिन्दी]

प्रेम प्रकाश सुमन, अवर सचिव

New Delhi, the 7th April, 2026

S.O. 769.—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules 1976, the Central Government, Ministry of Agriculture & Farmers Welfare, Department of Agricultural Research & Education hereby notifies the ICAR Research Complex for North Eastern Hill Region, Indian Council of Agricultural Research, Umroi Road, Umiam, Meghalaya – 793103 where more than 80% of staff have acquired the working knowledge of Hindi.

[F. No. 13-03/2026-Hindi]

PREM PRAKASH SUMAN, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 770.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 धनबाद के पंचाट (09/2003) प्रकाशित करती है।

[सं. एल -41011/30/2002-आई आर (बी- I)]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th April, 2026

S.O. 770.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.09/2003) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1,Dhanbad* as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workmen.

[No. L-41011/30/2002- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD**In the matter of reference U/S 10 (1) (d)& (2A) of I.D.Act. 1947.**Reference Case No. 09/2003****Parties:**

Employer in relation to the management of Divisional Railway
Manager, Eastern Railway, Mughalsarai, Varanasi (U.P.)

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri S.K. Sinha, Ld. Advocate

For the workman :- None.

State : Bihar.

Industry:-Railway

Dated 06/02/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No.L-41011/30/2002 -IR(B-I) dated 18/12/2002 has been pleased to refer the following dispute between the employer i.e. management of D.R.M. Eastern Railway, Mughalsarai Division and their workman through General Secretary, Gaya Railway Poldar Workers Union, Gaya for adjudication by this Tribunal:

SCHEDULE

“Whether the claim of Gaya Railway Station Poldar Workers Union for issuing identity card and treating them at par with the licensed porters by railway administration is legal and justified? if so, what relief the union is entitled to?””

2. On receiving order no. L-41011/30/2002 -IR(B-I) dated 18/12/2002 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 09 of 2003 was registered on 01.01.2003 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

3. After service of notice, both parties appeared previously and filed their authorities, W/S and subsequently rejoinder. It further appears that on 22.09.2025 this case was reserved for award but in course of dictating judgement it transpired that hearing on behalf of the workman side is necessary and this case put up for argument of workman on 01.12.2025 but workman failed to appear before this Tribunal and all notices returned back with endorsement “refused” as well as re-notice with endorsement “Addressee Left”.

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

5. Hence,

ORDERED

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

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 771.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय लागत रक्षक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (3/2019) प्रकाशित करती है।

[सं. एल-14011/15/2018- आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 29th April, 2026

S.O. 771.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.3/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai* as shown in the Annexure, in the industrial dispute between the management of Indian Cost Guard and their workmen.

[No. L-14011/15/2018- IR (B-I)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 3/2019

Present: SUSHIL KUMAR-II, PRESIDING OFFICER

Date: 17-02-2026

The General Secretary,

Indian Coast Guard Civilian Employees Union,

224/A, 2nd Street, Lakshmi Nagar,

Arriambedu,

Chennai (Tamilnadu)- 600 002. : 1st Party/Petitioner

AND

1.The Director General (For PD(HRD)/SCSO(CP),

Coast Guard Head Quarters,

Stadium Complex, New Delhi – 110 001 : 2nd Party / 1st Respondent

2.The Coast Guard Commander (ES),

Headquarters, Maikapuram PO,

Vishakapatnam (AP) – 530 011 : 2nd Party / 2nd Respondent

3.The Commander,

Coast Guard Region (East),

Near Nappier Bridge,

Chennai – 600 009. : 2nd Party / 3rd Respondent

4.The Officer-In-Charge,

Indian Coast Guard,

Base Maintenance Unit (CHN),

56, Surya Narayan Street,

Chennai (Tamilnadu) – 600 013 : 2nd Party / 4th Respondent

Appearance:

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

For the Respondent No.1 to 4 : M/s R. Kumar, Adv

Award

The Central Government, Ministry of Labour & Employment vide its Order No. L-14011/15/2018-IR(DU) dated 27.11.2018 referred the following Industrial Dispute to this Tribunal for adjudication.

Con..2

The schedule mentioned in that order is:

“Whether the action of the management of Indian Coast Guard, Base Maintenance Unit, Chennai, in transferring Sh. P. Ayan Arul Raj, Radio/Radar Fitter to ICGS Mandapam in a non-existing post at ICGS Mandapam is legal and justified? *If not, to what relief Sh. P.Ayan Arul Raj, Radio/Radar Fitter is entitled to?*”

As per the claim statement the petitioner is an Indian Coast Guard Civilian Employees Union, registered under the Trade Union Act, 1926 was formed primarily to protect the interest of the workmen and for the welfare of the employees apart from maintaining harmonious relationship with the Management. It is submitted that there are 60 civilian workmen in the establishment and most of them are members of the Union, this being the only union

functioning in the establishment to espouse the cause of the workmen. It is submitted that the Union raised an Industrial Dispute before the Assistant Labour Commissioner (C) by letter dated 21.11.2017 under Section 2(K) of the Industrial Dispute Act, 1947 over the issue relating to the unfair labour practices adopted by the respondent Management. It is submitted that the union was registered on 07.07.2017 vide Regn. No.508/TVR under the Trade Unions Act, 1947 and thereafter in the General Body Meeting the office bearers were elected. It is submitted that the fact relating to the registration of the union and the list of elected office bearers was communicated to the respondent Management by letter No.ICGEU/BMU/01/2017, dated 15.07.2017.

2. It is submitted that the 1st respondent has framed the “Transfer Policy-Civilian” by letter no.CP/0518 dated 22.11.2006 and circulated to the Regional Commanders for compliance. Para 4(c) deals with Group ‘B’ ‘C’ ‘D’ Non-Gazetted personal, wherein it is clearly stated that postings and transfer of these employees are to be kept at absolute minimum level keeping in view the administrative requirement and need for manning the posts at various stations. It has also been clearly mentioned that in case of transfers being inescapable, volunteers for the postings or transfer will be called. As far as possible only volunteers will be transferred to these vacancies. It has also been clearly stated that as far as possible the group ‘C’ and ‘D’ employee should not be transferred over long distance and efforts should be made to accommodate them near their choice station to the extent possible.

3. As per the above, Shri P. Ayan Arul Raj was elected as Treasurer of the union. Since the Respondent / Management was against the formation of the union, the employee Shri P. Ayan Arul Raj was relieved and directed to report for duty at ICGS, Mandapam by letter No.CP/277/17, dated 31.10.2017

4. The transfer order dated 20.10.2017 was not served on the workman till date. While the petitioner union requested that Shri P. Ayan Arul Raj be declared a protected workman, but the Management swiftly reacted by transferring Shri P. Ayan Arul Raj and victimized him by adopting unfair labour practice. Hence requested the following relief.

i) To declare that the transfer order bearing no.1340 dated 20.10.2017 issued by the 3rd Respondent transferring Shri P. Ayan Arul Raj, Radio/Radar Fitter from Basic Maintenance Unit, Chennai to Indian Coast Guard Station, Mandapam is not justified as per the guidelines laid down by the 1st respondent in the Transfer Policy CP/0518 dated 22.11.2006

ii) And to pass such other award/order as this Hon’ble Central Government Industrial Tribunal-cum-Labour Court may deem fit and necessary in the circumstances of the case and thus render justice.

Petitioner submits the affidavit of Shri P. Ayan Arul Raj and filed following documents

Exhibit No.	Date	Description
Ex.W1	07.07.2017	Certificate of Registration under the Trade Unions Act, 1926
Ex.W2	31.10.2017	Relieving Order issued to Shri P. Ayan Arul Raj
Ex.W3	22.11.2006	Transfer policy issued by the 1 st respondent in CP/0518
Ex.W4	21.11.2017	Industrial Dispute raised by the Union before the Assistant Labour Commissioner
Ex.W5	22.01.2018	Clarification points submitted by the 3 rd respondent addressed to the Assistant Labour Commissioner
Ex.W6	29.01.2018	Letter submitted by the Union addressed to the Assistant Labour Commissioner
Ex.W7	26.02.2018	Letter submitted by the Union addressed to the Assistant Labour Commissioner
Ex.W8	09.04.2018	Letter submitted by the Union addressed to the Assistant Labour Commissioner
Ex.W9	10.04.2018	Letter submitted by the 3 rd respondent addressed to the Assistant Labour Commissioner
Ex.W10	10.04.2018	Minutes recorded by Assistant Labour Commissioner regarding failure of conciliation
Ex.W11	04.05.2018	Conciliation failure report submitted by the Assistant Labour Commissioner to the Ministry, New Delhi

5. The respondent in its reply stated that the Indian Coast Guard Civilian Employees Union has not been recognized by the Ministry of Defence, as per CGHA letter WE/0302/Welfare dated 09.10.2019. The transfer order of the three (3) civilian personal was promulgated vide CGRHQ(E) letter 1340 dated 20.10.17. Accordingly, the individual was relieved from Basic Maintenance Unit, Chennai to report at Indian Coast Guard Station, Madapam as per the transfer policy and pleaded that the petition be dismissed as devoid of merit.

6. The Respondent filed the following documents in support of their contention

Exhibit No.	Date	Description
Ex.M1	18.04.2018	Nature of duties carried out by Indian Coast Guard Base Maintenance Unit (Chennai)
Ex.M2	09.10.2019	Service Association and Welfare in Indian Coast Guard
Ex.M3	22.11.2006	Transfer Policy - Civilians

7. Heard both learned counsel and perused the records. The point arised for determination is whether the transfer of Shri P. Ayan Aurl Raj, Radio/Radar Fitter as ICGS, Mandapam is an not existing post at ICGS, Mandapam is legal and justify? If not, what relief is Shri P. Ayan Arul Raj, Radio/Radar fitter is entitled to?

8. The claimant in its claim statement stated that the following points regarding the transfer policy.

- Posting and transfer are to be kept at the absolute minimum level
- Volunteers for the postings of the transfer called and will be transferred
- Group 'C' and 'D' employees should not be transferred over long distance

9. In petition claim the hardships caused to transferring described as under

- Shri P. Ayan Arul Raj was transferred during October, 2017 quite impossible for getting admission for his school going children at the new station
- The workman unable to shift his family in the midst of the academic year
- The employee kept the family in Chennai for his child to complete the studies in the academic year but the Estate Office, CPWD directed him to vacate the quarters and threatened to impose a penalty
- The employee Shri P. Ayan Arul Raj fell sick because of the mental agony and remains on leave on medical ground from 1.11.2017 to 28.6.2018
- When the workman reported for duty on 29.06.2018 at the Mandapam station, the 3rd Respondent directed him to report for duty in Chennai for four days in a week.

10. On perusal of whole the claim statement, the claimant nowhere stated that Shri P. Ayan Arul Raj was transferred to a non-existing post at ICGS Mandapam. On perusal of the claim statement, it appears that the Respondent did not violate the transfer policy, as the Mandapam station is not far away from Chennai station.

11. It is the fundamental duty of transferring employee to seek the permission to overstay at Govt. accommodation by mentioning the sufficient reasons for occupation of the allotted house. In claim petition this facts nowhere mention that any application mentioning sufficient reasons for over staying at the allotted house was made or not. In this situation it can be presumed that no application was made by the transferring employee to the authority. Transferring employee Shri P. Ayan Arul Raj fails to submit the medical certificates which might have established the genuine grounds of his absence due to medical reasons.

12. It is stated in the claim petition that the employee was transferred due to his involvement in the union, but the claimant fails to submit any evidence that may establish this fact that respondent had showed its jealous against the employee. The only vague reason given is that he was an elected as an office bearer in the union, the transfer of an employee do not appear as a result of his election to the union.

13. The claimant has stated that no transfer order was provided to the transferred employee and that only a relieving order was provided to the transferee employee. The relieving order issued to Shri P. Ayan Arul Raj dated 31.10.2017 is available at page no.2 of the paper book in this document, it is mentioned clearly that the Competent Authority has approved the transfer of Shri P. Ayan Arul Raj with a direction to report at ICGS Mandapam by 10.11.2017. The relieving order was issued by the Section Officer in compliance with the order passed by the Competent Authority hence, no right of the transfree employee was violated by not providing a separate transfer order.

14. As per the discussion above, the transfer order was not made by the Respondent in violation of transfer policy or against the non-existing post, it also not proved that this order was made due to desirous wish of the respondent.

AWARD

The claim petition filed by the Petitioner union is dismissed. The reference is answered accordingly.

SUSHIL KUMAR-II, Presiding Officer

Witnesses Examined:

For the First Party / Petitioner : WW1 - Shri K. Arunachalam
For the Second Party / Respondent : NIL

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बड़ौदा यूपी ग्रामीण बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (31/2022) प्रकाशित करती है।

[सं. एल- 12011/17/2022- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 29th April, 2026

S.O. 772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 31/2022) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Baroda UP Gramin Bank and their workmen.

[No. L-12011/17/2022- IR (B-I)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW**

PRESENT

JUSTICE ANIL KUMAR PRESIDING OFFICER

I. D. No. 31/2022

Ref. No. L-12011/17/2022-IR(B-I) dated: 02.06.2022

BETWEEN

The General Secretary, All India Ex-Servicemen Bank Employees' Federation Rajaipuram Lucknow-226017

And

The Chairman, Baroda UP Gramin Bank, Hqrs, Shivpuri Colony, Taramandal, GORAKHPUR - 273016

AWARD

By order No. L-12011/17/2022-IR(B-I) dated: 02.06.2022 the present industrial dispute has been referred for adjudication to this CGIT, Lucknow, 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 demand of All India Ex Servicemen Bank Employees' Federation with regard to allowing 2 years weightage to the ex-servicemen while promoting from sub-staff to clerical cadre & Clerical to Officer is justified? If yes, what relief the workman is entitled to?"

Accordingly, an industrial dispute No. 31/2022 has been registered.

On 24.04.2023 claimant filed claim statement has been filed with following relief:

"(i) Modification in 02 Yrs Weightage in Promotion circular in Baroda UP Bank be Expunged from its circular.

(ii) Govt policy letter no. 02/8/78-SCT (B) dated 28th January, 1983 and further F. No. 10/49/84-SCT (B) dated 13th Aug 1986 be implemented in letter and spirit in Baroda UP Bank.

(iii) Weightage of all candidates who lost the opportunity of 02 Years be re-stored till they actually avail the opportunity along with Shri sanjeev Mandal.

(iv) *Weightage to Ex-Serviceman, who could not succeed in the in promotion exam or could not actually avails the opportunity due to any reason/exigencies, their chances be retained as unused for future promotion examination.*”

On behalf of the respondent statement of defense filed on 08.10.2023 denying claim of the workman; wherein preliminary objection has been taken by the respondent.

Thereafter, workman filed rejoinder on 04.04.2025 and evidence on affidavit in support of his statement of claim on 26.05.2025.

However, from the perusal of record, it is clearly established that claimant/workman did not turn up for cross-examination 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 claimant/workman did not turn up for cross-examination, 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.

09th February, 2026.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 773.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (37/2019) प्रकाशित करती है।

[सं. एल- 41011/66/2017- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 29th April, 2026

S.O. 773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.37/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Eastern Railway and their workmen.

[No. L-41011/66/2017- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW

PRESENT

JUSTICE ANIL KUMAR PRESIDING OFFICER

I. D. No. 37/2019

Ref. No. L-41011/66/2017-IR(B-I) dated: 24.04.2018

BETWEEN

Shri Shiv Pujan, Zonal Organisation Secretary, through Shri D.P Awasthi, Railway Sewak Sangh, Northern Eastern Railway, 49, Tilak Nagar, Lucknow.

And

1. Divisional Railway Manager, Northern Eastern Railway, Central Admn. Office, Ashok Marg, Lucknow,

2. The Assistant Divisional Commercial Manager, Northern Eastern Railway, Ashok Marg, Lucknow

AWARD

By order No. L-41011/66/2017-IR(B-I) dated: 24.04.2018 the present industrial dispute has been referred for adjudication to this CGIT, Lucknow, 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 demand of the Union that the action of NE Railway in not regularizing the service of Shri Ram Jiawan s/o Late Shri Sahdeo who worked as casual booking clerk from 1.1.93 to 31.10.2015 and non payment of retirement benefits if legal and justified and what direction are require in the case?"

Accordingly, an industrial dispute No. 37/2019 has been registered.

On 14.01.2020 claimant filed claim statement has been filed with following relief:

"That, from the facts and circumstances as mentioned above it is most respectfully prayed that this Hon'ble Tribunal may very kindly be pleased to answer this reference in favour of workmen and against the management in the interest of justice."

On behalf of the respondent statement of defense filed on 04.02.2021 denying claim of the workman.

Thereafter, workman filed rejoinder on 21.11.2022 and evidence on affidavit in support of his statement of claim on 18.01.2023.

In the meantime respondent filed application to amend written statement on 10.05.2024, allowed vide order dated 17.02.2025; and workman was given opportunity to file rejoinder.

However, from the perusal of record, it is clearly established that claimant/workman neither filed any rejoinder nor turned up for cross-examination 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.

90th February, 2026

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 774.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्वांचल ग्रामीण 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 (04/2015) प्रकाशित करती है।

[सं. एल 12012/15/2015- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 29th April, 2026

S.O. 774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Purvanchal Gramin Bank and their workmen.

[No. L-12012/15/2015- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

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

I.D. No. 04/2015

Ref No.L-12012/15/2015 (IR(B-I)) Dated: 17.02.2015

Ravindra Prasad Gupta

S/o Mr. Kewal Prasad Gupta

Village: Anuapar

Post: Dumwalia via Salempur

District: Dewaria, Uttar Pradesh.

.....Claimant

Versus**1- Mr. President,**

Purvanchal Gramin Bank, Gorakhpur.

2- Mr. Bank Manager,

Purvanchal Gramin Bank/Regional Gramin Bank,

Saleempur, Dewaria.

1(A) - Mr. President,

Baroda UP Bank, Gorakhpur.

1(B) - Mr. Bank Manager,

Baroda UP Bank,

Salimpur, Dewaria.

.....Respondents**AWARD**

By order No.L-12012/15/2015 (IR(B-I)) Dated: 17.02.2015, the present Industrial Dispute has been referred for adjudication in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 the Industrial Disputes Act, 1947 (14 of 1947) by the Central Government, with following schedule:

क्या प्रबंधन, पूर्वांचल ग्रामीण बैंक (पूर्वांचल बैंक), गोरखपुर द्वारा श्री रविन्द्र प्रसाद गुप्ता को दिनांक 30-04-2006 व आगे काम करने के उपरांत नौकरी से निकल दिया जाना न्यायोचित एवं बंध है? यदि नहीं तो वादी किस राहत को पाने का हकदार है?"

Accordingly, the present I.D case no.04/2015, registered before this tribunal.

FACTS OF THE CASE

On 06.04.2015, claimant filed written statement stating therein the following facts in brief as under:

Workman/claimant was initially appointed in the month of May 1995, on post of jamadaar cum chaprasi on casual basis and the said capacity he started working and discharging his duties till 29.04.2006.

On 30.04.2006 his services were terminated/retrrenched orally without following the provisions as provided u/s 25F of the Industrial Dispute Act 1947, and the schedule framed therein here an after referred as Act.

He further pleaded that impugned action on the part of the respondent thereby terminating/retrrenchment his services of the workman, is only to law because retain service of his juniors so the same is clear violation of Section 25G & 25H of the Act.

Workman/claimant since the date of retrrenchment is without any job and at the verge of starvation.

Accordingly it is prayed by claimant, that order of termination/retrrenchment may be set aside and he may reinstated back in his services, from the date he was retrrenched, with all services benefits should be given to him.

On behalf of respondent written statement was filed on 06.04.2016, in which the following objections/preliminary objections has been taken:-

- 1). The present reference is devoid of any merits and bad in the eyes of law and as such not maintainable.
- 2). The reference order is itself not clear in regard alleged date of termination.
- 3). No cause of dispute rather an Industrial Dispute existed on the alleged date of termination, i.e. 30.4.2006, between the Opposite Parties and Ravindra Prasad Gupta.

Further it has been pleaded by the respondent in their written statement as under:-

a). The present case has been filed after an inordinate delay of more than 7 years before the Learned Regional Labour Commissioner, Lucknow and reference is made by the Central Government dated 17.02.2015 i.e. after a lapse of 9 years from the alleged date of termination.

b). The Learned Regional Labour Commissioner, Lucknow, without proper application of mind, contrary to the settled principles of law acting like a postman send the report to the Central Government for referring the matter for adjudication.

c). As per the provisions of section 2 A sub section (3), of the Industrial Disputes' Act, 1947, any application for adjudicating any dispute or difference between a workman and his employer connected with, or arising out of

discharge, dismissal, retrenchment or termination shall be made to the Labour Court or Tribunal before the expiry of three years from the date of such discharge, dismissal, retrenchment or termination.

d). A limitation of three years for raising an industrial dispute has been provided in the Industrial Disputes' Act, 1947, itself and provisions of any extension of limitation period has not been provided in the Industrial Disputes' Act, 1947, by the legislature.

e). On the basis of the above mentioned averments, it is requested that the present reference dated 17.02.2015, should be rejected as bad in the eyes of law and as such not maintainable.

On behalf of respondent evidence on affidavit of Shri Ashotosh Anand, Chief Manager, HRM of the bank filed, he was cross examined on 04.05.2015.

On behalf of workman on 27.06.2016 rejoinder affidavit has been filed denying the averments as taken by respondent.

On 05.11.2020, workman/claimant has filed evidence on affidavit (Examination in Chief) and he was cross examined on 07.01.2021, by respondent.

During the pendency of case as per notification dated 26.11.2019, moved by the Ministry Of Finance (Department of Financial Services), relevant portion quoted herein below:-

Baroda Uttar Pradesh Gramin Bank, Kashi Gomti Samyut Gramin Bank and Purvanchal Bank (hereinafter referred to as "the transferor Regional Rural Banks") sponsored by the Bank of Baroda, Union Bank of India and State Bank of India in the State of Uttar Pradesh are hereby amalgamated into a single Regional Rural Bank which shall be called as Baroda U.P. Bank (hereinafter referred to as "the transferee Regional Rural Bank") with its head office at Gorakhpur under the sponsorship of Bank of Baroda.

Accordingly as per the said notification respondent no.1A & 1B were imp leaded as party, In view of the law laid down by Hon'ble Madras High Court in case of **Palanisamy R vs. Presiding Officer, Labour Court, 2001 LawSuit(Mad) 152**, and also in the case of **Shri Kanchi Kamakoti Peetam Charitable Trust Hospital vs. Industrial Tribunal & Others, 2004 (100) FLR 1166**.

I have heard Shri Parvez Alam legal representative of claimant, and Shri Adarsh Jagdhari learned counsel for respondent.

After hearing the parties/their legal representative and Advocate, the first point to be considered the point to be consider in the present case:-

A). whether the reference dated 17.02.2015, is vague and on the basis of the same no cause of action arises on the part of workman/claimant to file present claim petition.

In order to decide the said dispute it would be appropriate to go through Section 10 of the Industrial Dispute Act.

10. Section 10 of Industrial Disputes Act reads thus:

"10. Reference of disputes to Boards, Courts or Tribunals. (1) [Where the appropriate Government is of opinion that any industrial dispute exists or is apprehended, it may at any time), by order in writing,-

(a) refer the dispute to a Board for promoting a settlement thereof; or

(b) refer any matter appearing to be connected with or relevant to the dispute to a Court for inquiry; or

[(c) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, if it relates to any matter specified in the Second Schedule, to a Labour Court for adjudication; or

(d) refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication:

Provided that where the dispute relates to any matter specified in the Third Schedule and is not likely to affect more than one hundred workmen, the appropriate Government may, if it so thinks fit, make the reference to a Labour Court under clause (c):]"

11. Plain reading of aforesaid provision would show that when industrial dispute exists or is apprehended, appropriate Government can refer dispute to Court for enquiry or if relates to any matter specified in Second Schedule to Labour Court for adjudication or make Reference to Tribunal, if dispute relates to matters specified in Second Schedule or Third Schedule. It is, therefore, obvious that Reference can be made only when industrial disputes exists or is apprehended by Competent Authority.

13. The aforesaid legal position would make explicit that existence of industrial dispute is a paramount and important consideration while dealing with Reference.

Only existent or apprehended industrial disputes can be referred for consideration of Court or Tribunal. However, at the time of taking decision whether Reference to be made or not, appropriate Government need not venture into

merits of dispute, as making Reference is only administrative function. Only because Reference is made under Section 10(1), Court or Tribunal is not precluded from entering into aspects of delay and laches or to record findings as to existence or non-existence of dispute.

In case of **Prabhakar v. Joint Director, Sericulture Department and "another, 2015 (147) FLR 341 (SC)**, the Hon'ble Supreme Court considered and held the impact of delay and laches in Reference made under Section 10(1) of Industrial Disputes Act and observed in paragraph No. 14 as under:

"40. An industrial dispute has to be referred by the appropriate Government for adjudication and the workman cannot approach the Labour Court or Industrial Tribunal directly, except in those cases which are covered by Section 2-A of the Act. Reference is made under Section 10 of the Act in those cases where the appropriate Government forms an opinion that 'any industrial dispute exists or is apprehended'. The words 'industrial dispute exists' are of paramount importance unless there is an existence of an industrial dispute (or the dispute is apprehended or it is apprehended such a dispute may arise in near future), no reference is to be made. Thus, existence or apprehension of an industrial dispute is a sine qua non for making the reference. No doubt, at the time of taking a decision whether a reference is to be made or not, the appropriate Government is not to go into the merits of the dispute. Making of reference is only an administrative function. At the same time, on the basis of material on record, satisfaction of the existence of the industrial dispute or the apprehension of an industrial dispute is necessary. Such existence/apprehension of industrial dispute, thus, becomes a condition precedent, though it will be only subjective satisfaction based on material on record. Since, we are not concerned with the satisfaction dealing with cases where there is apprehended industrial dispute, discussion that follows would confine to existence of an industrial dispute. Dispute or difference arises when one party make a demand and other party rejects the same. It is held by this Court in number of cases that before raising the industrial dispute making of demand is a necessary pre-condition. In such a scenario, if the services of a workman are terminated and he does not make the demand and/or raise the issue alleging wrongful termination immediately thereafter or within reasonable time and raises the same after considerable lapse of period, whether it can be said that industrial dispute still exist. Since there is no period of limitation, it gives right to the workman to raise the dispute even belatedly. However, if the dispute is raised after a long period, it has to be seen as to whether such a dispute still exists? Thus, notwithstanding the fact that law of limitation does not apply, it is to be shown by the workman that there is a dispute in praesenti. For this purpose, he has to demonstrate that even if considerable period has lapsed and there are laches and delays, such delay has not resulted into making the industrial dispute seized to exist. Therefore, if the workman is able to give satisfactory explanation for these laches and delays and demonstrate that the circumstances discloses that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, if because of such delay dispute no longer remains alive and is to be treated as "dead", then it would be non-existent dispute which cannot be referred."

Thus it can be held on the point in issue that for raising industrial dispute demand is precondition. In case, employee fails to make demand, dispute cannot be referred.

From the perusal of claim statement filed by claimant on 06.05.2005, undisputed facts which emerged out that he was initially appointed as casual labour on the post of jamadaar cum chaprasi in the purvanchal gramin bank, Gorakhpur, now known as Baroda UP bank, in the branch saleempur dewaria, in the said capacity he worked and discharged his duties up till 29.04.2006, his services were retrenched/terminated, so workman raise a Industrial Dispute and by reference dated 17.02.2015, the same was referred to this Tribunal for adjudication quoted here an above.

Further in the written statement filed by respondent, a preliminary objections/plea was taken that the reference in question is vague as alias date of termination as mentioned in the reference dated 30.04.2006, is incorrect and as matter of fact on record, thereafter workman work with the respondent/bank.

In this regard the workman/Shri Ravindra Prashad Gupta in his evidence on affidavit (examination in chief), and on 27.01.2021 he was cross examined, in which he has stated as under:-

मैंने 2006 से 2012 के बीच मैंने कम नहीं किया क्योंकि बैंक ने निकल दिया था 2006 से पहले मैं बैंक में काम कर रहा था।

2013 के लिए काम का पैसा मिल गया। इस पैसे का कोई विवाद नहीं है। 2006 तक जो काम किया था उसका भी पैसा मिला था। 2013 के बाद से अब तक बैंक में काम नहीं किया है। 2006 में निकालने के बाद 2013 में बैंक ने खुद बुलाया और एक बार 2013 में मिलाने के बाद बैंक ने नहीं बुलाया। इसलिए नहीं गया। 2013 में मुझे बुलाया गया कोई चिट्ठी नहीं जारी हुई थी, जबानी कहा गया।

Accordingly from the cross examination of the workman, it is clearly established that he has worked as a casual employer in the bank in the year 2013, as such in view of the provision of Section 10(1) of the Industrial Dispute Act,

as quoted here and above as well the facts which is stated u/s of the Section 10(1) of the Act, no dispute was in existence which is paramount condition for making a reference in question not as per law.

Further in the present case from the language of reference it is clearly established that the appropriate government has referred to decide the dispute that is the action on the part of respondent thereby retrenching the services of Shri Ravindra Prasad Gupta/claimant, on 30.06.2006, is as per law and valid, if not then what relief he is granted.

As stated above in the present case the workman/Shri Ravindra Prasad Gupta, has himself admitted the facts that after retrenchment of his services on 30.06.2006, he did not work for the period 2006 to 2012, thereafter he had worked in the bank in 2013 and for the said period he has been worked been paid salary and after 2013 he was not allowed to work by respondent/bank, so action on the part of respondent thereby retrenching his services is in contravention Section 25F of the Act, is vague in nature as per settled position of law, further in order to be established by a workman that his services were retrenched not in accordance with provisions of Section 25F of the Act, workman has to prove that he has worked continuously 240 days in last 12 months in preceding calendar year, from the date of his retrenchment. **(See in the case of Lenin Kumar Ray vs. M/s Express Publications (Madurai) Ltd, SLP (C) No.5660 of 2023, decided on 21.10.2024).**

In the present case admittedly neither by way of pleading nor by way of evidence the workman has established that he has worked 240 days continuously in last 12 months in preceding calendar year, from prior to date of retrenchment of his services as casual employer after 2013 in the year, as such he is not entitled for any relief.

It is relevant to mention herein Shri Parvez Alam after arguing at some length he admitted the said facts and request that the present claim petition may be dismissed as not pressed with a liberty to the claimant to raise his grievance fresh before appropriate authority, as such if workman is so advised he may raise his grievances in the matter in question as per law.

AWARD

For the foregoing reasons the workman is not entitled for any relief as per the Reference No. L-12012/15/2015 (IR(B-I)) Dated: 17.02.2015, and the same is answered accordingly.

Award as above.

Lucknow 17th February, 2026

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे के प्रबंधक, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (12/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-84]

सलोनी, उप निदेशक

New Delhi, the 29th April, 2026

S.O. 775.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 12/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of North Eastern Railway and their workmen.

[No. L-12025/01/2026- IR (B-I)-84]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM- LABOUR COURT, LUCKNOW

PRESENT

JUSTICE ANIL KUMAR

PRESIDING OFFICER

I.D. No. 12/2024

Ref. No. K-10/2/2022-IR dated 21.10.2022

BETWEEN

Krishan Chandra Diwedi, Bankatia Inguri Bazar Odeoria, Deoria, Uttar Pradesh-274704

AND

GENERAL MANAGER, NER, Gorakhpur, Uttar Pradesh-274704

AWARD

By order No. K-10/2/2022-IR dated 21.10.2022 the present industrial dispute has been referred for adjudication to this Tribunal 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 North Eastern Railway, Gorakhpur and Lucknow in terminating the services of Shri Krishna Chandra Dwivedi, Casual Labour w.e.f. 31.12.1976 is justified and legal? If not to what relief the workman is entitled to"

Accordingly, an industrial dispute No. 12/2024 has been registered on 24.04.2024.

From the perusal of record, the position which emerge out is that the till date the claimant/workman has not filed any statement of claim in spite of repeated opportunity given to him, in order to establish his claim, as per the reference dated 21.10.2022.

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

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

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

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

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

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

As the workman has not filed any statement of claim/oral/documentary evidence, so the present case is 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.

09th February, 2026

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 29 अप्रैल, 2026

का.आ. 776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (65/2021) प्रकाशित करती है।

[सं. एल- 41011/17/2021- आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 29th April, 2026

S.O. 776.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 65/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Lucknow* as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen.

[No. L-41011/17/2021- IR (B-I)]

SALONI, Dy. Director

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT. LUCKNOW****PRESENT****JUSTICE ANIL KUMAR PRESIDING OFFICER****I. D. No. 65/2021****Ref. No. L-41011/17/2021-IR(B-I) dated: 15.04.2021****BETWEEN**

Shri Parvez Alam, Mandal Sangthar Mantri, Uttar Railway, Karmchari U 283/63 Kha, Gadhi Konoura (Premwati Nagar), Post-ivianak Nagar, Lucknow-226011

AND

1. The Sr. DEE, O/o DRM, Northern Railway, Hazratganj, Lucknow-226001
2. The Sr. DPO, O/o DRM, Northern Railway, Hazratganj, Lucknow-226001

AWARD

By order No. L-41011/17/2021-IR(B-I) dated: 15.04.2021 the present industrial dispute has been referred for adjudication to this CGIT, Lucknow, 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:

"1. Whether the claim of Uttar Railway Karmchari union regarding promotion of the workman Shri Ram Kewal Saurabh w.e.f. 2008 on the post of Tech-III grade of power group is legal and justified in eye of law or not?"

2. Whether action of the management of NR. Lucknow is to delay the process of promotion and grant the same after 10 years in 2019 to the workman Shri Ram Kewal Saurabh without providing financial benefit with retrospective effect is illegal and unjustified in the eye of law or not?"

Accordingly, an industrial dispute No. 65/2021 has been registered.

On 13.12.2021 claimant filed claim statement, with following relief:

“श्रीमान् जी से विनम्र निवेदन है कि कर्मकार राम केवल सौरभ को 50% पदोन्नति कोटे से वेतन आदि सभी हित लाभों सहित वर्ष 2007 व 2009 से पदोन्नति प्रदान करने हेतु अवार्ड पारित करने की कृपा करें। महान कृपा होगी।”

On behalf of the respondent statement of defense filed on 14.02.2023 denying claim of the workman.

Thereafter, workman filed rejoinder & list of documents on 26.04.2023; and evidence on affidavit dated 24.04.2023, in support of his statement of claim.

However, from the perusal of record, it is clearly established that claimant/workman did not turn up for cross-examination 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 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."

As the workman did not turn up for cross-examination, 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.

09th February, 2026.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 777.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (130/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-89]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 777.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 130/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-89]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.130/2019

Registered on:-16.10.2019

Rakesh S/o Sh. Mool Chand, R/o 730/5 Bapu Dham colony Sector 26, Chandigarh.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :04.02.2026

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

2.It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 04.09.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4.Notice of the petition was given to respondents.

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

and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 04.09.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the

meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 04.09.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from

the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 04.09.2016 and was terminated on 27.10.2018 (more than 2 years but less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (132/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-88]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 778.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 132/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-88]

SALONI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH****(Present:- Mr. Kamal Kant, Presiding Officer).**

ID No.132/2019

Registered on:-16.10.2019

Sohan Lal S/o Sh. Biswan Dutt, R/o 182 Block 2, Kalka Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :06.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 16.07.2013 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9.It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 16.07.2013 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing

in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

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

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

- 1) *Whether the principal employer pays the salary instead of contractor and*
- 2) *Whether the principal employer controls and supervise the work of the employees?*

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 16.07.2013 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of

respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 16.07.2013 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.

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

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (136/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-87]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 779.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 136/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-87]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.136/2019

Registered on:-16.10.2019

Ashwani Kumar S/o Sh. Mohan Lal R/o 126 Village Rajipur Jhanjhra, Near, Malhotra cloth house, Kalka, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

---- Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 01.09.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.09.2012 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

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

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

- 1) *Whether the principal employer pays the salary instead of contractor and*
- 2) *Whether the principal employer controls and supervise the work of the employees?*

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.09.2012 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no. 2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 01.09.2012 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.

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

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 780.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (138/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी-1)-86]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 780.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 138/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-86]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.138/2019

Registered on:-16.10.2019

Bheem S/o Sh. Guljari Lal R/o Ram Pur Seuri, Kalka BCW Suraj pur, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :06.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 18.11.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 18.11.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) *Whether the principal employer pays the salary instead of contractor and*
- 2) *Whether the principal employer controls and supervise the work of the employees?*

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 18.11.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 18.11.2016 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

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

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 781.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (106/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-85]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 781.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.106/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-85]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.106/2019

Registered on:-16.10.2019

Setu Ram S/o Sh. Jhuri Ram R/o Beed Ghaghar, Chandi Mandir Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 01.09.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.09.2012 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) *Whether the principal employer pays the salary instead of contractor and*
- 2) *Whether the principal employer controls and supervise the work of the employees?*

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.09.2012 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

India and for that regular recruitment procedure is provided. Workman cannot seek backdoor entry into service. Moreover, workman is not employee of respondent no.1 being employee of respondent no.2 (contractor).

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 01.09.2012 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.

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

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

Kamal Kant, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 782.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (110/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-90]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 782.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 110/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-90]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 110/2019

Registered on:-16.10.2019

Raju S/o Sh. Om Parkash R/o 142, Ram Pur Seuri, Kalka, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte

Award :04.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 14.06.2014 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 14.06.2014 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

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

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

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 14.06.2014 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 14.06.2014 and was terminated on 27.10.2018 (more than 2 years but less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 30 अप्रैल, 2026

का.आ. 783.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (124/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-91]

सलोनी, उप निदेशक

New Delhi, the 30th April, 2026

S.O. 783.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 124/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-91]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.124/2019

Registered on:-16.10.2019

Rita W/o Sh. Binder R/o Village Khadak Mangoli Zuggi Gate No.3 old Panchkula, Haryana.

----- Applicant/Workman

Versus

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

2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

---- Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 25.03.2014 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax-free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 25.03.2014 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 25.03.2014 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 25.03.2014 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so she is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (112/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-92]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 112/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-92]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.112/2019

Registered on:-16.10.2019

Babli W/o Sh. Roopa R/o 201 Rampur Sueri, Surajpur, Kalka, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award : 05.02.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 10.07.2014 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of taxfree limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 10.07.2014 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

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

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

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

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

20. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 10.07.2014 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.

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

25. Present workman employed on 10.07.2014 and was terminated on 27.10.2018 (more than 2 years but less than 5 years), so she is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 785.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (126/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-93]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 126/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-93]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.126/2019

Registered on:-16.10.2019

Kamlesh W/o Sh. Rajpal Singh R/o 581 Beer Ghaghar, Panchkula, Haryana.

----- Applicant/Workman

Versus

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

2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 03.04.2013 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax-free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 03.04.2013 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 03.04.2013 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 03.04.2013 and was terminated on 27.10.2018 (more than 5 years), so she is entitled for Rs.50,000/-.

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

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (128/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-94]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 786.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 128/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-94]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 128/2019

Registered on:-16.10.2019

Sunita W/o Sh. Shamsher, R/o 1104/1 Rajiv Colony, Valmiki Mandir, Sector 17, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

---- Respondents

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

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

Respondent no.2 already ex parte.

Award :06.02.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 16.08.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax-free limit. She

was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 16.08.2012 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in

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

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

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

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

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

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

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 787.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (104/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-95]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 787.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 104/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-95]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.104/2019

Registered on:-16.10.2019

Pappi W/o Sh. Mange Ram R/o 84 Gate No.3 Kharak Mangoli Old, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award : 06.02.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 05.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from her salary despite of the fact that her total wages comes under the ambit of tax-free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows her employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove her case, workman examined herself as WW1 and tendered into evidence her affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 05.10.2016 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to her were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to

the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of her appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 05.10.2016 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating her services on 27.10.2018. In her cross examination, she has further stated that her salary used to be credited in her bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 05.10.2016 and was terminated on 27.10.2018 (more than 2 years but less than 5 years), so she is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 788.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (102/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-96]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 102/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-96]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.102/2019

Registered on:-16.10.2019

Balwan Singh S/o Sh. Heera Lal R/o 282 Village Ram Pur Seuri Kalka Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 18.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 18.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no. 2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no. 2 to

the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 18.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 18.10.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (160/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-97]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 160/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of *Admn. Commander Station Head Quarter (Civil Defence), Panchkula* and their workmen.

[No. L-12025/01/2026- IR (B-I)-97]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 160/2019

Registered on:-16.10.2019

Devender Kumar S/o Sh. Balbir, R/o 394 Gate No.3, Kharak Mangak Mangoli, Old Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

Present:- Sh. Jang Bahadur, AR for workman.
Sh. Satinder Singh, AR for respondent no.1.
Respondent no.2 already ex parte.

Award : 04.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 05.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no. 2 also filed reply maintaining therein that workmen worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no. 2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no. 2 was proceeded ex parte on 20.04.2023

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 05.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

respondent no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 05.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs. 30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 05.10.2016 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

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

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (156/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-98]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 156/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of *Admn. Commander Station Head Quarter (Civil Defence), Panchkula* and their workmen.

[No. L-12025/01/2026- IR (B-I)-98]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 156/2019

Registered on:-16.10.2019

Kanwarpal S/o Sh. Mangat Ram R/o 562 Beer Ghaghar, Chandi mandir, Panchkula, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 21.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 21.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

13. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as

labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, has observed as follows:-

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 21.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his

services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 21.10.2016 and was terminated on 27.10.2018 (more than 2 years but less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चंडीगढ़-II के पंचाट (154/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-99]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 154/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of *Admn. Commander Station Head Quarter (Civil Defence), Panchkula* and their workmen.

[No. L-12025/01/2026- IR (B-I)-99]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 154/2019

Registered on:-16.10.2019

Parmal S/o Sh. Lachman R/o Village Mangoli Jattan, Krukshetra, Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :05.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 05.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 05.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

13. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as

labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(s) Hon'ble Supreme Court in the case of **Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532**, has observed as follows:-

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 05.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his

services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 05.10.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (164/2019) प्रकाशित करती है।

[सं. एल- 12025/01/2026- आई आर (बी- I)-100]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 164/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of *Admn. Commander Station Head Quarter (Civil Defence), Panchkula* and their workmen.

[No. L-12025/01/2026- IR (B-I)-100]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.164/2019

Registered on:-16.10.2019

Narender Singh S/o Sh. Tajpal, R/o Dharamsala Rampur Seuri Kalka Panchkula,Haryana.

----- Applicant/Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award : 04.02.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 05.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 02.02.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 05.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

no.2, which involve substantial commercial element for rendering service to satisfy human wants. Thus, respondent no.2 would be termed as industry.

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 05.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 05.10.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्र सरकार एनटीपीसी लिमिटेड, बरह, पटना के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट (संदर्भ संख्या-03/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 420114/4/2022-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 793.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **03/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Management of NTPC limited, Barh, Patna and Their Workman.**

[No. L-420114/4/2022-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.- 03/2022

Parties :

Employer in relation to the management of NTPC
limited, Barh, Patna.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand

Industry :- Coal

Dated: 18/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-420114/4/2022- (IR (DU)) dated 15/02/2022 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

“Whether the action of the management of NTPC Ltd., Barh, in not disclosing the ACRs rating to the workmen concerned as raised by NTPC Employees Union vide letter dated 19/09/2021 is proper, legal and justified? If not, whether the action of the management of NTPC Ltd. Barh in not promoting to Sh. Ajay Kumar Parjapati, General Secretary of NTPC Employees Union, Barh on the basis of the NTPC Promotion Policy to the next higher grade is proper, legal and justified? If not, to what relief the disputant union are entitled to and what other directions are necessary in the matter?”

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute. Accordingly statement of claim was filed by the workman.

3. On perusal of the order dated 30/08/2025 passed by the Hon’ble Patna High Court in CWJC No. 7623 of 2024 it is crystal clear that the Hon’ble Court have been pleased to set aside the Ref. Order dated 15/02/2022 issued by the Government of India, Ministry of Labour & Employment vide no. L-420114/4/2022(IR(DU)) and therefore the present Ref. case stands infructuous. The proceeding of this case is accordingly hereby dropped.

4. Let a “No Dispute /claim” award be passed and sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स शिव इंटरप्राइजेज, सेवा भवन, गैस प्रोजेक्ट दादरी, एनटीपीसी, विद्युत नगर, गौतमबुद्ध नगर, उत्तर प्रदेश, एनटीपीसी, फरीदाबाद, गैस पावर स्टेशन, गांव-मुजेडी, फरीदाबाद के प्रबंधन के संबद्ध नियोजकों और श्री धर्मेन्द्र शर्मा, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-03/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42025/07/2026/101-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 794.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 03/2025) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Shiv Enterprises, Sewa Bhawan, Gas Project Dadri, NTPC, Vidyut Nagar, Gautam Budh Nagar, Uttar Pradesh, NTPC, Faridabad, Gas Power Station, Village-Mujedi, Faridabad and Sh. Dharmender Sharma, workman.**

[No. L-42025/07/2026/101-IR (DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT-I, CHANDIGARH**

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

ID No.03/2025

Registered on:-02.04.2025

Sh. Dharmender Sharma, R/o H.No.1066, Bindhuriya Colony, Near BSNL Exchange, Palwal.

..... Workman

Versus

1. M/s Shiv Enterprises, Sewa Bhawan, Gas Project Dadri, NTPC, Vidyut Nagar, Gautam Budh Nagar, Uttar Pradesh.
2. NTPC, Faridabad, Gas Power Station, Village-Mujedi, P.O. Nimka, Faridabad 121004.

.....Respondents

Present:- None for Workman

None for Respondent No.1 & 2.

Award :13.03.2026

Central Government vide Notification No.8(S-57)2024/ALK Dated 29.01.2025, sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the Management in transferring the workman Sh. Dharmender Sharma and termination him w.e.f. 31.07.2024 from NTPC Faridabad to NTPC Dadri site and not reinstating the workman is justifiable as per Industrial Dispute Act, 1947. If not what relief the workman is entitled to?”

1. The case is fixed for filing claim statement as well as appearance of both the parties since 08.07.2025. However, neither workman appeared nor any claim statement has been filed till date. The workman has been given sufficient opportunities for appearance and to file claim statement but in spite of the opportunities afforded, the claim statement has not been filed by workman, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has not filed claim statement as none appeared on behalf of the workman, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

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

KAMAL KANT, Presiding Officer cum-Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संघ, श्रीरंगम डाक प्रभाग, श्रीरंगम के वरिष्ठ डाकघर अधीक्षक द्वारा प्रतिनिधित्व, श्रीरंगम मुख्यालय, श्रीरंगम, त्रिची के पोस्टमास्टर के प्रबंधन के संबद्ध नियोजकों और श्रीमती के. सरधा देवी, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-21/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42025/07/2026/99-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 795.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2022) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Union of India, Rep. by the Senior Superintendent of Post Office, Srirangam Postal Division Srirangam, The Postmaster, Srirangam Head Office Srirangam, Trichy and Smt. K. Saradha Devi, workman.**

[No. L-42025/07/2026/99-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

Date: 23-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

I.D. No. 21/2022

BETWEEN

Smt. K.Saradha Devi,

W/o. late K.Kalyanasundaram,

3/434, South Thaluthalappatti

Valaiyur Village,

Manachanallur Village

Tiruchy-621 005.

:

1st Party/ Petitioner

AND

1.Union of India,

Rep. by the Senior Superintendent

of Post Office ,

Srirangam Postal Division,

Srirangam-620 006.

2.The Post master,

Srirangam Head Office

Srirangam, Trichy-620 006.

:

2ⁿ Party/Respondents

Appearance:

For the 1st Party/ Petitioner : M/s.R.Malaichamy, Advocates

For the 2nd Party/ Respondents : M/s.R.Kumar, Advocates

The Petitioner has filed this petition u/s.2A of the Industrial Disputes Act, 1947 directly seeking relief of reinstatement into service of the Respondent with consequential benefits.

2. As per the claim statement, the case of the Petitioner is that she joined as Data Entry and Scanning Operator in the O/o. the Postmaster, Srirangam in the year 2008. She was engaged as outsider against a clear vacant post. She worked continuously in the Head Office and Divisional Office as Data Entry and Scanning Operator for nine years and she was paid allowance as per rules in force. However, she was disengaged from her work during September, 2007 without any order in writing. She stated that on earlier occasion, the Respondent department has absorbed similarly placed persons on completion of 240 days of work continuously in the case of Suguna & Others. The action of the Respondent/Management in removing the Petitioner from service without any order or notice amounts to violation of principles of natural justice u/s.25F of the Industrial Disputes Act, 1947. Therefore, it is prayed that Respondent may be directed to reinstate the Petitioner into service with a direction to absorb her on regular basis with back wages and other attendant benefits.

3. In the counter statement, the Respondent stated that Petitioner was engaged only as outsider not continuously but on intermittent spells. No order of appointment or engagement was issued to the Petitioner. The Petitioner was paid daily wages for the days she worked through money receipt. As per Circle Office letter dated 23.12.1993 outsiders engaged after 11.02.1988 are not eligible for regularization, even though they have completed 240 days service in any two years. Since the Department of Posts is not an industry, there is no violation of provisions of section 25F of the Industrial Disputes Act, 1947. Therefore, the Petitioner is not entitled to any relief and the claim of the Petitioner is liable to be dismissed.

Witnesses Examined:

For the First Party Petitioner : WW1 Mrs. K.Saradha Devi

For the 2nd Party/Management : MW1 Smt. G.P. Josephine Silvia,
Superintendent of Post Offices

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	03.10.2017	2A petition filed by the Petitioner
Ex.W2	04.01.2018	Letter of the Petitioner
Ex.W3	-	Counter Affidavit by respondent
Ex.W4	22.04.2019	Rejoinder filed by the Petitioner
Ex.W5	13.11.2019	Order of conciliation officer
Ex.W6	24.12.2021	Death certificate of Petitioner's husband
Ex.W7	05.02.2022	Legal heir certificate
Ex.W8	10.02.2022	Letter of legal aid centre
Ex.W9	23.12.1993	Letter of SPO Tirunelveli
Ex.W10	18.11.1997	Copy of judgement in A.Srinivasa Rao & Ors
Ex.W11	28.04;2000	Order in SLP Civil Appeal No.3080 of 2000 (Debika Guha's case)
Ex.W12	24.11.2005	Order in W.P 5026 of 2003 (A Suguna's case)

Ex.W13	19.02.2015	Order in SLP 9406 of 2007 (A Suguna's case)
Ex.W14	23.01.2006	Order in WP 27274 of 2004 UOI Vs. V.Gurusamy
Ex.W15	04.05.2006	Instructions issued by Postal Directorate

Documents Marked:On behalf of Respondent/Management

Ex.No.	Date	Description
Ex.M 1	13.05.2015	Circle Office letter dated 13.05.2015
Ex.M 2	23.12.1993	Circle Office letter dated 23.12.1993
Ex.M3	21.10.2002	GDS letter dated 21.10.2002
Ex.M4	13.11.2019	Certificate of the Conciliation Officer

4. The Petitioner has submitted proof of affidavit in support of her claim and adduced oral evidence as WW1 and documents filed by her were marked as Ex.W1 to W15. The Respondent has also filed its proof of affidavit and Smt G.P Josephine, SPO was examined as MW1 and documents on behalf of respondent were marked as Ex.M1 to Ex.M4.

5. Heard the learned counsel appearing for either side and perused the records. The point that arises for consideration is “whether the employee of the Respondent is entitled for reinstatement into service along with all benefits against the Respondent/Management? If not to what relief the concerned workman is entitled?”

6. The Petitioner Mrs. K.Saradha Devi has stated in her claim statement that she had entered into service of the Respondent in the year 2008. The fact of continuous service is established by the Petitioner by adducing oral evidence as WW1 and filing proof of affidavit.

7. The Respondent in its reply admitted this fact that Petitioner was engaged with the Department, but stated that engagement was on daily wage basis and not against any sanctioned post. The Petitioner was not a permanent employee and there was no employer-employee relationship exists between the Respondent and the Petitioner. The Respondent further stated that no appointment or engagement order was issued to the Petitioner and as per circular dated 01.11.1995 and 08.11.1995, casual labourers in employment upto 01.09.1993 were only eligible to be conferred with temporary status and the Petitioner was not working on 01.09.1993 with the Department and therefore, she is not entitled for any absorption.

8. The learned counsel for the Respondent contended that Petitioner was not engaged through employment exchange and no appointment letter was issued. He further stated that assumption of the Petitioner that he/she works against the sanctioned post of Data Entry Operator is incorrect. The learned counsel further stated that there was no relationship of employer-employee between the Respondent and Petitioner, hence the question of notice or protection u/s.25F of the Industrial Disputes Act, 1947 does not arise.

9. The Petitioner in the claim statement and in the cross examination stated that the work was performed for a period of more than eight hours per day continuously. The Respondent witness MW1 in her oral evidence nowhere stated that Petitioner did not perform the work about eight or more than 8 hours per day.

10. The learned counsel appearing on behalf of the Appellant relied on the judgements of Hon'ble Supreme Court in Dharam Singh & Ors Vs. State of U.P & Another in Civil Appeal No.8558 of 2018 dated 31.01.2025 and in the case of Jaggo Vs. Union of India & Another in SLP(C) No.5580 of 2024 dated 20.12.2024.

11. In the case of Dharam Singh Vs. State of U.P (supra), the Hon'ble Supreme Court has held as under:-

“17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. Financial stringency certainly has a place in public policy, but it is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.

18. Moreover, it must necessarily be noted that "ad-hocism" thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is

perennial. If "constraint" is invoked, the record should show what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with Articles 14, 16 and 21 of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running."

12. In the case of Jaggo Vs. Union of India in SLP No.5580 of 2024 (2024) SCC online 3826 and Shripal & Another Vs. Nagar Nigam, Ghaziabad (2025) SCC online 221, the Hon'ble Supreme Court has held that long-term "ad hocism", is denial of basic parity. The Hon'ble Supreme Court denied the contention of the Respondent that daily wagers and temporary employees cannot claim permanent absorption in the absence of statutory Rules. The Hon'ble Court further stated that the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

13. In the present case, the Petitioner has continuously rendered services over several years. The Hon'ble Supreme Court has held in the case of Shripal & Another (supra) that Indian Labour Law is strongly disfavors perpetual daily-wage or contractual engagements in circumstances, where the work is permanent in nature.

14. Further, the Hon'ble Supreme Court in the case of Jaggo Vs. Union of India (supra) has observed as under:-

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

23.....

24.....

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

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

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

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

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

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

15. The learned counsel for the Respondent argued that no appointment order was issued to the Petitioner, and thus no permanent status is allowable to the Petitioner. But the non-issuance of appointment order does not erase the entitlement of the Petitioner since the Petitioner has worked for several years and not days.

AWARD

16. In view of the foregoing discussion, the claim petition filed by the Petitioner is liable to be allowed with the following directions:-

The Petitioner's service shall stand regularized with effect from the date of removal/denial from service and the Petitioner shall be reinstated into service within a period of three months with 50% back wages and consequential & other attendant benefits.

The reference is answered accordingly.

Record be consigned to the record room.

Place : Chennai

Date : 23.03.2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, बीएसएनएल, पटना के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट(संदर्भ संख्या-58/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 40011/41/2012-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 796.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2013) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employer in relation to the management of BSNL, Patna and Their Workman.**

[No. L-40011/41/2012-IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2 , DHANBAD

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

Ref. Case No.-58/2013

Parties :

Employer in relation to the management of BSNL Patna.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :-None

For Workman :- None

State : Jharkhand

Industry :- Telephone

Dated: 12/03/2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-40011/41/2012 (IR (DU)) dated 20/03/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

“Whether the action of the management Bharat Sanchar Nigam Ltd., Patna, in terminating the services of Shri Dharmendra Kumar w.e.f. 01/02/2012 is legal and justified? To what relief the workman concerned is entitled to?”

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of filing documents by the parties but the case record shows that the workman absented himself since 24/25.04.2014, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was returned back with endorsement "Address could not be traced" whereas the address mentioned on the envelope is just the same as has been mentioned in the reference order.

4. In these circumstances, this Tribunal is left with no choice, except to pass a "No Dispute /claim" award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधन, बीएसएनएल, पटना के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट(संदर्भ संख्या-59/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 40011/40/2012-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 797.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2013) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, **Employer in relation to the management of BSNL, Patna.** and **Their Workman.**

[No. L-40011/40/2012 IR (DU)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

NO.2, DHANBAD

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

Ref. Case No.-59/2013

Parties :

Employer in relation to the management of BSNL Patna.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand

Industry :- Telephone

Dated: 12/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-40011/40/2012 (IR (DU)) dated 20/03/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act, 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

“Whether the action of the management Bharat Sanchar Nigam Ltd., Patna, in terminating the services of Shri Niranjana Kumar w.e.f. 01/02/2012 is legal and justified? To what relief the workman concerned is entitled to?”

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of filing documents by the parties but the case record shows that the workman absented himself since 16.09.2013, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was returned back with endorsement “Address could not be traced” whereas the address mentioned on the envelope is just the same as has been mentioned in the reference order.

4. In these circumstances, this Tribunal is left with no choice, except to pass a “No Dispute /claim” award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएसएनएल, प्रबंधन, पटना के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के संबंध में नियोजता कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट(संदर्भ संख्या-61/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 40011/38/2012-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 798.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2013) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employer in relation to the management of BSNL, Patna and Their Workman.**

[No. L-40011/38/2012 IR (DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL****NO.2, DHANBAD**

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

Ref. Case No.-61/2013

Parties :

Employer in relation to the management of BSNL, Patna.

AND

Their Workman

Present : Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand

Industry :- Telephone

Dated: 12/03/2026

AWARD

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-40011/38/2012 (IR (DU)) dated 20/03/2013 under clause (d) of sub-section (1) and sub-section(2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

“Whether the action of the management Bharat Sanchar Nigam Ltd., Patna, in terminating the services of Shri Kedar Prasad w.e.f. 01/02/2012 is legal and justified? To what relief the workman concerned is entitled to?”

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.
3. On receipt of the above reference, notice was sent to the workman as well as the management and accordingly statement of claim and WS was filed by the parties and the case record is running at the stage of filing documents by the parties but the case record shows that the workman absented himself since 16.04.2014, and never appeared there after which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was returned back with endorsement “Address could not be traced” whereas the address mentioned on the envelope is just the same as has been mentioned in the reference order.
4. In these circumstances, this Tribunal is left with no choice, except to pass a “No Dispute /claim” award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 799.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक, मद्रास फर्टिलाइजर्स लिमिटेड, मनाली, चेन्नई के प्रबंधन के संबद्ध नियोजकों और महासचिव, मद्रास फर्टिलाइजर्स एम्प्लॉई प्रोग्रेसिव यूनियन कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, चेन्नई पंचाट (संदर्भ संख्या-63/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42025/07/2026/100-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 799.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/2024) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager, Madras Fertilizers Ltd., Manali, Chennai** and **The General Secretary, Madras Fertilizers Employees Progressive Union, workman.**

[No. L-42025/07/2026/100-IR (DU)]

SALONI, Dy. Director

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

Date:19-03-2026

Present: SUSHIL KUMAR-II,

PRESIDING OFFICER

INDUSTRIAL DISPUTE. No.63/2024

BETWEEN

The General Secretary,
 Madras Fertilizers Employees
 Progressive Union,
 No.24A, North Mada Street,
 Thiruvottiyur,
 Chennai-600 019.

: 1st Party/Petitioner

AND

The General Manager,
 Madras Fertilizers Ltd
 Post Bag No.2, Manali,
 Chennai-600 068.

: 2nd Party/Respondent

Appearance:

For the 1st Party/ Petitioner : M/s. R.Pandian, Advocates

For the 2nd Party/ Respondent : None

The Central Government, Ministry of Labour & Employment, O/o. Deputy Chief Labour Commissioner (Central), Chennai vide its order No.8(37)/2024/B4/300069814/ADJ/A1 dated 11-09-2024 referred the following Industrial Dispute to this Tribunal for adjudication:-

2. The schedule mentioned in that order is:

“Whether the demand of the Madras Fertilizers Employees Progressive Union to consider November, 2019 as the date of qualification for Mrs.G.Preethi's Grade-V promotion is legal and justified? If not, to what relief the Madras Fertilizers Employees Union is entitled to?”

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

The Petitioner Union espouse the cause of one of the members of the Petitioner/Union namely Mrs. G. Preethi (Emp. No. 3285), who joined the Respondent Organisation on 03.02.2016 as Technical Assistant-Operations (Grade-IV). While working as such, she obtained prior approval from the management of MFL for pursuing B.Tech Degree - Chemical Engineering (Part Time) and joined Sathya Bhama University in July 2016 and completed her course of study in November 2019 (in the Batch -2016-2019) when all the examinations were completed and results were declared. It is submitted that though the course of study was completed in November 2019, she was declared to have passed in "First Class With Distinction" in the examination held during November 2019 as per the testimonials issued to her as 14.02.2020. Thus, the Respondent/Management not considered her for promotion to Grade-V as on 03.02.2020.

4. It is further submitted that the said University was unable to conduct Convocation in the earlier part of 2020 due to lockdown restrictions imposed by the Government of India and followed up by the State of Tamil Nadu. Due to the said lockdown restrictions, Mrs.G.Preethi was unable to approach the University and secure the Certificates and other testimonials at the appropriate time and it resulted in some delay in submitting the Certificates to the Respondent/Management for making entry in the Personnel Folder of the said employee. It is submitted that the said employee produced all relevant documents and certificates on 26.08.2020 in the HR Department of the Respondent Organisation and caused entry to be made in the relevant registers. It is submitted that the said employee completed four years of service in Grade-IV on 03.02.2020 and has also completed her course of study in B.Tech during November 2019 and as such, as per the Non-Supervisory Promotion Policy (NSPP) as amended by 18(1) Settlement dated 20.09.2018 she is entitled for promotion to Grade-V (time bound promotion), since the NSPP stipulates the

eligibility criteria for promotion to Grade-V as "four years in Grade-IV for Professional Qualification and as mentioned in Annexure -2". However, the said employee was not considered for promotion to Grade-V, despite she is eligible for the same as she has completed her B.Tech Degree in November 2019 itself, whereas, the selection cut of date was fixed as 03.02.2020 stating that the date of issue of the certificate was 14.02.2020 which was 11 days later to the cut of/closing date for consideration for promotion to the post of Grade-V, the said assumption of the management is legally untenable. Mentioning all the above facts, Mrs.G.Preethi submitted another representation dated 26.08.2020 enclosing the copies of her consolidated mark sheet and convocation Certificate in order to avail PQ relaxation for promotion to Grade-V and also for sanction of two increments for acquiring B.Tech (Chemical Engineering), but was not considered for promotion to Grade-V.

5. After a delay of more than three years, the HR Department vide letter dated 29.11.2023 informed Mrs. G.Preethi about her promotion as Senior Technical Assistant-Operations Gr.V on time bound basis w.e.f 03.02.2021 as per Non-Supervisory Promotion Policy applicable to "others having minimum qualification" with 5 years of service in Grade-IV. Once again Mrs. G.Preethi vide letter dated 22.01.2024 represented her case to HR Department justifying her entitlement for promotion to Grade-V as per PQ norms (4 years service in Grade-IV as on the date of consideration for promotion i.e., 03.02.2020), as she has already acquired the Engineering Degree in November 2019 itself. The Petitioner/Union also had taken up the issue of Mrs. G.Preethi's candidature for the post of Senior Technical Assistant-Operations (Grade-V), vide its letter dated 26.02.2024 as the Management had not complied with the conditions in the Non-Supervisory Promotion Policy-NSPP [vide 18(1) settlement dated 20.09.2018] and requested the Management to reconsider her for promotion under PQ on 03.02.2020 as Mrs.G.Preethi attaining the Qualification of B.Tech Degree during November 2019 itself.

6. The Management replied vide letter dated 29.2.24 that Mrs.G.Preethi comes under "Other Qualification" (OQ) and that she had not completed 5 years of service in Grade-IV for consideration for promotion to Gr.V. The Petitioner/Union strongly objected to the interpretation of Management vide another letter dated 07.03.2024 and that their member Mrs.G.Preethi completed her Degree in November 2019 and the same was mentioned in degree certificate in Bold font.

7. But the management reiterated their contention that the employee Mrs.G.Preethi has completed her degree only on 14.2.2020, wrongly taking in to consideration the date on which the certificate was generated and misconstruing the same as date of acquiring the Degree. The above contention of the Management is unsustainable. Hence, the Petitioner/Union raised this dispute to direct the Respondent management to promote Mrs. G.Preethi to the post of Senior Technical Assistant Grade-V as on 03.02.2020 under PQ norms.

Witnesses Examined:

For the First Party Petitioner : WW1 R.Valampuri John

For the 2nd Party/Management : Nil

Documents Marked:

On the Petitioner's side:

Ex.No.	Date	Description
Ex.W1	20.09.2018	Memorandum of Settlement (Non-supervisory Promotion Policy)
Ex.W2	31.03.2020	Representation of Smt. G.Preethi
Ex.W3	26.08.2020	Representation of Smt. G.Preethi along with B.Tech certificate 29.11.2023
Ex.W4	29.11.2023	File HR/PF 3285/2023 Time bound promotion from Gr.IV to Gr.V
Ex.W5	22.01.2024	Representation of Smt. G.Preethi
Ex.W6	06.02.2024	Reply by Respondent to G.Preethi
Ex.W7	19.02.2024	Reply by Respondent to Petitioner union
Ex.W8	30.05.2024	Letter from Petitioner union raised ID before conciliation officer
Ex.W9	06.08.2024	Reply submitted by Respondent
Ex.W10	30.08.2024	Failure report of ALC(C)-II
Ex.W11	11.09.2024	Order of reference by Ministry

Documents Marked:On behalf of Respondent/Management : Nil

8. On behalf of the Respondent none appeared and they havenot filed any Counter Statement and therefore, the Respondent was set ex-parte. Heard the learned counsel appearing on behalf of the Petitioner Union and perused the records. The point that arises for determination is whether the demand of the Petitioner union to consider November, 2019 as date of qualification for Mrs.G.Preethi? If so, to what relief the Petitioner union is entitled?

9. On behalf of the Petitioner union one Shri R.Valampuri John, General Secretary of the Union has adduced oral evidence as WW1 and as none appeared on behalf of Respondent, cross examination was closed. On behalf of the Petitioner Union documents were marked as Ex.W1 to W11. Ex.W1 is the copy of memorandum of settlement for Non-Supervisory Promotion Policy. Ex.W2 & W3 are representation given by Smt.G.Preeti. Ex.W4 is promotion letter from Respondent to Smt. G.Preeti from Gr.IV to Gr.V. Ex.W5 is representation given by Smt.G.Preeti. Ex.W6 is reply given by respondent. Ex.W7 is reply given by Respondent to Petitioner Union. Ex.W8 to W11 are pertaining to conciliation documents.

10. On perusal of record from Ex.W3 placed at page 16 of the paper book is a B.Tech in Chemical Engineering (Part Time) Certificate issued to Mrs.Preeti.G, it is a fact evident from the record that for the examination held in November, 2019, certificate was issued on February,14, 2020. Therefore, Mrs. Preeti.G has fulfilled the eligibility criteria of B.Tech degree w.e.f. 14.02.2020 and on that date only she becomes qualified. Therefore, November, 2019 cannot be considered as date of qualification for Mrs.G.Preethi. Therefore, the demand of the Petitioner/Union to direct the Respondent management to promote Mrs. G.Preethi to the post of Senior Technical Assistant Grade-V as on 03.02.2020 under PQ norms is not just and fair. Thus, The appeal filed by the Petitioner Union is liable for dismissal.

11. Further, the Petitioner had already approached the Hon'ble High Court with a Writ Petition numbered as W.P.No.20866 of 2019 (WMP 20072 of 2019) & WP 14028 of 2020 for the same cause of action and the same is not brought to the notice of this Tribunal on record. In this regard, in the case of Ram Sumer Puri Mahant vs State of U.P. And Ors. reported in (1985) 1 SCC 427, Hon'ble Supreme Court held that: "Multiplicity of litigation is not in the interest of the parties nor should public time be allowed to be wasted over meaningless litigation. We are, therefore, satisfied that parallel proceedings should not continue and the order of the learned Magistrate should be quashed." For the above reasons also, the petition filed by the Petitioner Union is not maintainable and thus, same is liable to be dismissed.

AWARD

The Industrial dispute raised by the Petitioner Union is liable for dismissal. The same is dismissed accordingly.

Record be consigned to the record room.

Place : Chennai

Date: 19-03-2026

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य अभियंता, संपर्क प्रबंधन, परियोजना संपर्क कार्यालय, कलुचक, जम्मू, कमांडर, 13 बीआरटीएफ, जीआरईएफ, जम्मू और कश्मीर, अधिकारी कमान, मुख्यालय 69 आरसीसी जीआरईएफ, जम्मू और कश्मीर के प्रबंधतंत्र के संबद्ध नियोजकों और और महासचिव राजकुमार, भवन निर्माण कामगार यूनियन वर्कमैन के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट (संदर्भ संख्या-68/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42011/58/2018-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 800.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. **68/2018**) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Chief Engineer, Management of Sampark, Project Sampark, Kaluchak, Jammu, The Commander, 13 BRTF, GREF, Jammu and Kashmir, The Officer Commanding, HQ 69 RCC GREF Jammu and Kashmir** and **General Secretary, Rajkumar, Bhawan Nirman Kamgar Union, Workman.**

[No. L-42011/58/2018-IR (DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT-I,
CHANDIGARH****Present:- Mr. Kamal Kant, Presiding-cum-Link Officer**

ID No. 68/2018

Registered on:-04.09.2018

Bhawan Nirman Kamgar Union, through its General Secretary Rajkumar, age 50 years S/o Sh. Karam Chand R/o Chadwal, Tehsil Hiranagar, District Kathua.

..... Workmen Union

Versus

1. Management of Sampark, through its, Chief Engineer, Project Sampark C/o 56 APO, Kaluchak, Jammu.
2. The Commander, 13 BRTF, GREF C/O 56 APO, Jammu and Kashmir.
3. The Officer Commanding, HQ 69 RCC GREF, C/o 56 APO, Jammu and Kashmir.

.....Respondents

Present:- None for Workman

Sh. Arun Gosain, AR for Respondents.

Award :23.03.2026

Central Government vide Notification No.L-42011/58/2018 (IR(DU)) Dated 16.08.2018, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of the Chief Engineer, Project Sampark, GREF, Kaluchak C/o 56 APO in not accepting demands of General Secretary, Bhawan Nirman Kamgar Union, Kathua (J&K) put forth by them in their demand notice at SI. No. 1 & 15 (Copy Enclosed) is justified? If not, to what relief the union and the workman are entitled and from which date?”

1. The case is fixed for filing of affidavit of Workmen Union since long. However, no affidavit on behalf of Workmen Union has been filed till date. Moreover, no one is turning up on behalf of the union from the last two dates i.e. 04.08.2025 and 04.11.2025. The Workmen Union has been given sufficient opportunities to file affidavit in evidence but in spite of the opportunities afforded, the affidavit has not been filed by Workmen Union, which shows that the Workmen Union is not interested in adjudication of the matter on merit.
2. Since the Workmen Union has not filed evidence by way of affidavit to prove its case against the respondent, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer cum-Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 801.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार संपर्क प्रबंधन, अपने मुख्य अभियंता, परियोजना संपर्क, कलुचक, जम्मू, कमांडर, 13 बीआरटीएफ, जीआरईएफ, जम्मू और

कश्मीर, अधिकारी कमान, मुख्यालय 69 आरसीसी जीआईएफ, जम्मू और कश्मीर के प्रबंधन के संबद्ध नियोजकों और महासचिव राजकुमार, भवन निर्माण कामगार यूनियन वर्कमैन के माध्यम से कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चंडीगढ़ पंचाट(संदर्भ संख्या-87/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42025/07/2026/102-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 801.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 87/2019) of the **Central Government Industrial Tribunal cum Labour Court, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Management of Sampark, through its, Chief Engineer, Project Sampark, Kaluchak, Jammu, The Commander, 13 BRTE, GREF, Jammu and Kashmir, The Officer Commanding, HQ 69 RCC GREF, Jammu and Kashmir and General Secretary Rajkumar, Bhawan Nirman Kamgar Union, Workman.**

[No. L-42025/07/2026/102-IR (DU)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 87/2019

Registered on:-22.01.2020

Bhawan NirmanKamgar Union, through its General Secretary Rajkumar, age 50 years S/o Sh. Karam Chand R/o Chadwal, Tehsil Hiranagar, District Kathua.

..... Union

Versus

1. Management of Sampark, through its, Chief Engineer, Project SamparkC/o 56 APO, Kaluchak, Jammu.
2. The Commander, 13 BRTE, GREF C/O 56 APO, Jammu and Kashmir.
3. The Officer Commanding, HQ 69 RCC GREF, C/o 56 APO, Jammu and Kashmir.

.....Respondents

Present:- None for union.

Sh. Arun Gosain, AR for Respondents.

Award :23.03.2026

1. The union has filed the present complaint under Section 33-A of Industrial Dispute Act, 1947 (hereinafter called as the Act) for taking action against the respondents for illegal termination during of case before the Tribunal.

2. The case is fixed for filing replication on behalf of Union since long. However, no replication on behalf of Union has been filed till date. Moreover, no one is turning up on behalf of the Union from the last three dates i.e. 24.03.2025, 04.08.2025 and 04.11.2025. The Union has been given sufficient opportunities to file replication but in spite of the opportunities afforded, the replication has not been filed by Union, which shows that the Union is not interested in adjudication of the matter on merit.

3. Since the Union has not filed replication and is not coming in the court to pursue the matter against the respondents, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present complaint.

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

KAMAL KANT, Presiding Officer/Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री तमिलन, मालिक, मेसर्स कोंगू ट्रांसपोर्ट, चेन्नई, स्टेशन निदेशक, न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड, मद्रास परमाणु ऊर्जा स्टेशन, कल्पक्कम के प्रबंधन के संबद्ध नियोजकों और श्री एरुसप्पन, कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, चेन्नई पंचाट(संदर्भ संख्या-95/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 42012/51/2017-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 802.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95/2017) of the **Central Government Industrial Tribunal cum Labour Court, Chennai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Sh Tamilan, Proprietor, M/s Kongu Transport, Chennai, The Station Director, Nuclear Power Corporation of India Ltd., Madras Atomic Power Station, Kalpakkam and Shri Erusappan, workman.**

[No. L-42012/51/2017-IR (DU)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL- CUM - LABOUR COURT
CHENNAI
ID No. 95/2017

Present: SUSHIL KUMAR, PRESIDING OFFICER

Date: 03-03-2026

Shri Erusappan,
 S/o Sh. Dharmalingam,
 No.321, Kalaingar Nagar,
 Vayaloor Village, Kanchipuram District,
 Kalpakkam.

: 1st Party/Petitioner

AND

Sh Tamilan, Proprietor,
 M/s Kongu Transport,
 No.2, Thiruveethi Amman Kovil Street,
 First Floor, Gandhi Road,
 Chennai – 600 042.
 The Station Director,
 Nuclear Power Corporation of India Ltd.,
 Madras Atomic Power Station,
 Kalpakkam-603 102

: 2nd Party / 1st Respondent: 2nd Party / 2nd Respondent**Appearance:**For the 1st Party/Petitioner : M/s Rengaramujam, Adv

For the Respondent No.1 : M/s Gunaraj, Adv

For the Respondent No.2 : M/s Vijay Shankar, Adv

Award

The Central Government, Ministry of Labour & Employment vide its Order No. L-42012/51/2017-IR(DU), dated 24.10.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the termination of the services as Driver of Sh. Erusappan by M/s Kongu Transport, the contractor of Nuclear Power Corporation Ltd., Madras, Atomic Power Station, Kalpakkam without any notice is justified? If not, what relief is the workman entitled to?”

On receipt of the above reference dated 24.10.2017 from the appropriate Government, the dispute was registered as ID No. 95/2017, and due notices were issued to both the parties for their appearance and file statements. The claim petition was filed on 03.06.2019, and the counter (by Respondent No.1) was filed on 17.09.2019. No counter statement has been filed by Respondent No.2 till 19.11.2019 hence Respondent No.2 was set ex parte on 19.11.2019.

The case was listed for filing of the Proof Affidavit by the petitioner up to 19.11.2019 and subsequent dates till 02.08.2022. No proof affidavit filed was filed by the petitioner thus the petitioner case was closed on 02.08.2022 and listed for filing of Proof Affidavit if any by the Respondent No.1. No Proof Affidavit was filed by the Respondent No.1 either.

On going through the order sheets as discussed above, it is crystal clear that despite of sufficient opportunities though made in favour of the Petitioner, there has been no progress in the proceeding was noticed for a substantial period almost approaching 4 years. Since the Petitioner chose not to file any affidavit evidence for his or any of the witness and hereby withheld to come to dock to prove his case. This necessarily seeks the Petitioner has got no interest to proceed with the case. Accordingly, the case was reserved for Final Order as liable for dismissal for default.

In the fact and circumstance, it is held that that there exists, no dispute for adjudication in consonance to the reference.

In the result, the case stands dismissed for default.

An Award is passed accordingly.

SUSHIL KUMAR-II, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 803.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीएसएनएल, पटना के प्रबंधन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के संबंध में नियुक्ता कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय, धनबाद पंचाट (संदर्भ संख्या-187/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है।

[सं. एल- 40011/23/2013-आईआर (डीयू)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 803.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 187/2013) of the **Central Government Industrial Tribunal cum Labour Court, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Employer in relation to the management of BSNL, Patna and Their Workman.**

[No. L-40011/23/2013-IR (DU)]

SALONI, Dy. Director

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL****NO.2, DHANBAD**

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

Ref. Case No.-187/2013

Parties :

Employer in relation to the management of BSNL, Patna.

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer/Link Officer

Appearances:

For the Employers :- None

For Workman :- None

State : Jharkhand

Industry :- Telephone

Dated 09 March, 2026

AWARD.

1. In the present case, a Reference was received from the appropriate Government vide letter no. L-40011/23/2013- IR (DU) dated 06/08/2013 under clause (d) of sub-section (1) and sub-section (2A) of section 10 of the I.D. Act. 1947 for adjudication of a dispute, terms of which are as under:-

SCHEDULE

“Whether the action of the management of BSNL Patna, in terminating the services of Shri Sudhir Kumar Workman W.E.F 01/02/2012 is legal and justified? To what relief the concerned workman is entitled to?”

2. In the endorsement made in reference order, the appropriate Government directed the parties raising the dispute to file statement of claim, complete with relevant document, list of reliance and witness with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claims to the opposite parties involved in the dispute.

3. On receipt of the above reference, notice was sent to the workmen as well as the management and accordingly statement of claim and WS was filed by the parties but the case record shows that neither rejoinder by the workman was filed nor any document was filed by the parties nor any evidence was led from the side of either party and the case record is running at the stage of filing rejoinder by the workman and documents by the parties and the workman is also absent since long which makes it clear that the workman is not interested in this case and the registered notice sent to the workman/Union was received back on 24/02/2026 with endorsement “Traceless”.

4. In these circumstances, this Tribunal is left with no choice, except to pass a “No Dispute /claim” Award. Let this award be sent to the appropriate Government for publication as required u/s 17 of the Industrial Dispute Act, 1947.

SACHINDRA KUMAR PANDEY, Presiding Officer/Link Officer

नई दिल्ली, 4 मई, 2026

का.आ. 804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एचपीसीएल के प्रबंधन के संबद्ध नियोजकों और हिंदुस्तान पेट्रोलियम एम्प्लाइज यूनियन; पेट्रोलियम एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेंस न.- 10/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल- 30011/48/2013-आईआर (एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 804.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 10/2014) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in

relation to **HPCL and Hindustan Petroleum Employees Union; Petroleum Employees Union** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-30011/48/2013-IR (M)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 10 of 2014

Parties: Employers in relation to the management of

HPCL

V/s.

1. Hindustan Petroleum Employees Union
2. Petroleum Employees Union

Appearances:

For the first party Management : Ms. Deepika Agarwal(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. L-30011/48/2013(IR(M)) dated 19/02/2014 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 dispute raised by Air India Aircraft Engineering Association, Mumbai against the management of Air India Engineering Services Ltd. over implementation of revised pay structure of Aircraft Maintenance Engineers, Claiming that it is anomalous and discriminatory justified and legal? If yes, to what relief the concerned Air India Aircraft Maintenance Engineer are entitled to ?”

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

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

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

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

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

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

Since not field any evidence in support of his case on affidavit, 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, 5 मई, 2026

का.आ. 805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (52/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आईआर (बी-I)-101]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 805.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 52/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-101]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 52/2024

Registered on:-16.10.2019

Suresh Kumar S/o Sh. Raj Kumar R/o Village Tikra Post Office Rjera Tehsil Chamba, Himachal Pradesh.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 14.10.2015 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 10.03.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 14.10.2015 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 14.10.2015 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs. 50,000/-.

25. Present workman employed on 14.10.2015 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs. 30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 5 मई, 2026

का.आ. 806.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (51/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आईआर (बी-I)-102]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 806.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 51/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-102]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 51/2024

Registered on:-16.10.2019

Rohtash S/o Sh. Udaybir, R/o 189 Ram Pur Seuri, Kalka, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), ChandiMandirCantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2.It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 17.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free

limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4.Notice of the petition was given to respondents.

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

6.Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7.In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8.Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 10.03.2026.

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

9.It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 17.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 17.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

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

- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.
25. Present workman employed on 17.10.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.
26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.
27. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Act.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 5 मई, 2026

का.आ. 807.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (50/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आईआर (बी-I)-103]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 807.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 50/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-103]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 50/2024

Registered on:-16.10.2019

Mahinder S/o Sh. Jabar Singh R/o Beer Ghaghar, Chandi Mandir, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, PipliWala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safaikaramchari on 01.04.2013 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

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

Evidence of respondent no.1:-

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

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

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

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.04.2013 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.04.2013 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamchari were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 01.04.2013 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 5 मई, 2026

का.आ. 808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (49/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आईआर (बी-I)-104]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 808.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 49/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-104]

SALONI, Dy. Director

ANNEXURE

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

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

ID No. 49/2024

Registered on:-16.10.2019

Surja W/o Sh. Rajender Kumar R/o 144 Ram Pur Seuri, Kalka, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, PipliWala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 01.07.2014 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that her total wages comes under the ambit of tax free limit. She

was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 10.03.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.07.2014 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in

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

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 01.07.2014 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating his services on 27.10.2018. In his cross examination, she has further stated that her salary used to be credited in his bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 01.07.2014 and was terminated on 27.10.2018 (More than 2 years and less than 5 years), so she is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

नई दिल्ली, 5 मई, 2026

का.आ. 809.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (48/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आईआर (बी-I)-105]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 809.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 48/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-105]

SALONI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH****(Present:- Mr. Kamal Kant, PO-cum-Link Officer).**

ID No.48/2024

Registered on:-16.10.2019

Niam Singh S/o Sh. Bikhi Ram, R/o 259 Ram Pur Seuri, Kalka, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), ChandiMandirCantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, PipliWala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 18.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, ChandiMandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 10.03.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 18.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to

the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 18.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 18.10.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 5 मई, 2026

का.आ. 810.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (47/2024) प्रकाशित करती है।

[सं. एल- 12025/01/2026-आईआर (बी-I)-106]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 810.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 47/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026- IR (B-I)-106]

SALONI, Dy. Director

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH****(Present:- Mr. Kamal Kant, PO-cum-Link Officer).**

ID No.47/2024

Registered on:-16.10.2019

Harikrishan S/o Sh. Gyan Chand R/o Beer Ghaghar, Chandi Mandir, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 20.10.2016 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of taxfree limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7. In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 30.07.2024.

Evidence of respondent no.1:-

8. Respondent no.1 examined Colonel K P Singh S/o Late Colonel P. P. Singh, OIC, Civic Cell, Station Head Quarter, Chandi Mandir Panchkula as MW1, who tendered into evidence his affidavit Ex.MW1/A along with documents Ex.R1 to Ex.R4. AR for respondent no.1 closed the evidence on 10.03.2026.

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

9. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 20.10.2016 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

11. On the other hand, AR for respondent no.1 contended that the workman was engaged by respondent no.2 (contractor) as per agreement executed between respondent no.1 & 2 on outsource basis and there is no relationship of employer and employee between respondent no.1 and the workman. Wages were paid by the respondent no.2 to

the workman and there was no role of respondent no.1 in appointing or terminating the services of the workman. Workman is employee of respondent no.2. If there is any violation of provision of the Act, then it is done by respondent no.2. As per Ex.R3, all dues were paid by the contractor with regard to EPF and ESI etc. The workman and other safai karamcharis formed union in the Headquarter, which is not permitted as per Ex.R4. Respondent no.1 being the Government Agency, workman is trying to take benefit of his appointment by respondent no.2 and has filed a false claim after concealing material facts and claim of the workman is not maintainable.

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 20.10.2016 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
- ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
- iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.

25. Present workman employed on 20.10.2016 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

26. Respondent no.2 is directed to pay the workman Rs.30,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 5 मई, 2026

का.आ. 811.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरिएण्टल बैंक ऑफ कॉमर्स के प्रबंधन, संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (29/2016) प्रकाशित करती है।

[सं. एल- 12012/70/2015-आईआर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 811.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 29/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Oriental Bank of Commerce and their workmen.

[No. L-12012/70/2015- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR [M.P.]

NO. CGIT/LC/ R/29/2016Present: P.K.SrivastavaH.J.S.(Retd.)

Shri Abhishek Chourasia,

S/o Shri Anil Chourasia,

Gulab Ward No. 34, Gali No. 1,

Chhindwara (M.P.)

Workman

Vs

The Regional Manager,

Oriental Bank of Commerce,

Indira Press Complex, Pragati Bhawan,

Mahrana Pratap Nagar, Zone-I,

Bhopal (M.P.)

Management

(JUDGMENT)(Passed on this 10th day of February, 2026)

As per letter dated 18/02/2016 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification **No.L-12012/70/2015(IR(B-II))** dt. 18/02/2016. The dispute under reference relates to:-

“क्या आवेदक श्री अभिषेक चौरसिया आत्मज श्री अनिल चौरसिया दिनांक 1/9/11 से दिनांक 15/2/2015 तक ओरियण्टल बैंक ऑफ कामर्स की शाखा छिंदवाडा में बतौर दैनिक वेतन भोगी कर्मचारी नियोजित थे, यदि हां तो क्या शाखा प्रबंधक द्वारा आवेदक श्री अभिषेक चौरसिया को बिना किसी पूर्व सूचना/कारण के दिनांक 16/2/15 से सेवा से हटाना न्यायसंगत है? यदि नहीं तो आवेदक क्या अनुतोष पाने का अधिकारी है?”

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

The case of the workman is mainly that he was appointed as a ‘Messenger’ w.e.f. 01.09.2011 on daily rated basis and worked continuously with the Bank till 15.02.2015, when his services were terminated under an oral order without notice or compensation. According to the workman union, this action of management is in violation of Section 25-F and 25-G of the Act, hence unjust, illegal and arbitrary. He raised a dispute in this respect which could not be conciliated, hence this Reference.

The workman has prayed that, holding termination of his service against the Act, he be held entitled to be reinstated with back-wages and benefits and also be held entitled to permanent status.

Case of the Management Bank is mainly that they are a Public Sector Undertaking and have defined Rules for Appointment of staff, Branch Manager is not an Employer to employ any staff. The workman was never appointed against any permanent vacancy of Messenger following any recruitment process, there is no post of messenger as such in the Bank. According to the Bank, he was a daily rated worker, engaged by Bank on as and when required basis, for which he was paid his daily wages. He never completed 240 days in any year; management has requested that the reference be answered against the workman.

In evidence, the workman has filed his affidavit as his Examination-in-chief, he has been cross-examined by management Bank, management Bank has also filed affidavit of its witness who has been cross-examined by workman side. The workman has also filed and proved Ex-W/1, certificate issued by Branch Manager and Ex-W/2 which are 76 vouchers for the period between 2014-2015 with regard to payment made by the Bank to workman.

I have heard argument of Learned Counsel for workman Mr. Sidharth Verma. Learned Counsel for management Bank did not appear for argument. Both the parties have filed written submissions which are part of the record. I have gone through the written submissions and record as well.

On perusal of record in light of written submissions, following Issues came up for determination:-

- 1) *Whether the workman has successfully proved his continuous engagement for 240 days as defined under section 25-B of the Act?*
- 2) *Whether the termination of services of workman is in violation of section 25-F & 25-G of the Act?*
- 3) *Whether the workman is entitled to any relief?*

Issue No.1.

Section 25-B of the Act, which defines ‘*continuous service*’, is being reproduced as follows:-

“25B. Definition of continuous service.—For the purposes of this Chapter,—

- (1) *a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*
- (2) *where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—*
 - (a) *for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*
 - (i) *one hundred and ninety days in the case of a workman employed below ground in a mine; and*
 - (ii) *two hundred and forty days, in any other case;*
 - (b) *for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*
 - (i) *ninety-five days, in the case of a workman employed below ground in a mine; and*
 - (ii) *one hundred and twenty days, in any other case.”*

Pleadings of the parties on this issue have been corroborated earlier. The workman has corroborated his allegations on this issue in his affidavit as his Examination-in-chief. In his cross-examination he admits that no appointment letter was issued to him, and he did not appear in any written or oral examination. He has denied that he did not complete 240 days in a year.

On the other hand, the management witness admits in his cross-examination that he was not posted during the period in which the workman has claimed to have been employed by the Bank. He also states that there is no record with respect to payment of daily wagers in the Bank and that there is a post of Peon in the Branch but it is not known who was working on the post of Peon in the said period. The evidence of the workman is corroborated by different vouchers, total 76 in numbers which showed that he was engaged by the Bank for different works for which he was paid his wages and his expenses with regard to travelling, etc. These vouchers are for the period 2014-2015.

The statement of workman is corroborated by documentary evidence. On the other hand, the statement of management itself shows that this witness was not posted in the Branch during the period in question. Hence, holding the evidence from workman side more reliable, he is held to have proved his case that he worked continuously for 240 days and more in every year including the year preceding the date of his termination as defined under section 25-B of the Act and the Bank is held to be his employer under the Act.

Issue No. 1 is answered accordingly.

Issue No. 2,

Undisputedly, no notice was issued to the workman before his termination nor was he paid any compensation. Hence his termination is held in violation of section 25-F and 25-G of the Act.

Section 25-F & 25-G of the Act, is being reproduced as follows:

25F. Conditions precedent to retrenchment of workmen.

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

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

25G. 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.

Issue No. 2 stands answered accordingly.

Issue No. 3

Undisputedly, the workman was not appointed following recruitment process hence, his engagement cannot be said to be legal. Thus, he is not entitled to reinstatement. Keeping in view, the facts and circumstances of the case in hand, a lump sum compensation quantified Rs. 1Lac/- in lieu of all his claims including litigation cost will meet the ends of justice which the workman is held entitled to be paid by the Bank within 60 days from the date of publication of the Award, failing which interest @ 6% p.a. from the date of award till payment.

Issue No. 3 stands answered accordingly.

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

AWARD

“Holding the action of the management in disengaging the workman Shri Abhishek Chourasia from 16/02/2015, illegal and unjustified, he is held entitled to a lump sum amount of Rs. 1Lac/- to be paid by the Bank within 60 days from the date of publication Award, failing which interest @ 6% p.a. from the date of award till payment, in lieu of all his claims.”

No order as to cost.

DATE:- 10-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 812.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एचपीसीएल के प्रबंधन के संबंधित नियोजकों और श्री जेरी टेलेस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.- 18/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल- 30012/23/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 812.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 18/2018**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Ltd.** and **Shri Jerry Teles** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-30012/23/2017-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 18 of 2018

Parties: Employers in relation to the management of

M/s Indian Oil Corporation Ltd.

V/s.

Shri Jerry Teles

Appearances:

For the first party Management : Mr. S.V. Alva, Adv.

For the second party workmen : Absent

Mumbai, dated the 02nd day of February, 2026.

AWARD

The present reference has been made by the Central Government by its order No. L-30012/23/2017-IR(M) dated 17/05/2018 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 Indian Oil Corporation Limited through its General Manager (Regional Services)-WR, IOCL, Mumbai in dismissing the workman namely Sh. Jeery Teles, Jr. Operator (F), Aviation Fuel Station, Nagpur vide order bearing No. WR.IR/1461/JT dated 08/09/2006 is legal & proper? If not, what relief to 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."

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

Since 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 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, 4 मई, 2026

का.आ. 813.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंटरनेशनल एयरपोर्ट अथॉरिटी लिमिटेड; मेसर्स मुंबई इंटरनेशनल एयरपोर्ट अथॉरिटी लिमिटेड; मेसर्स क्रिस्टल एविएशन सर्विसेज प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स नं.- 25/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल- 11011/01/2011-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 813.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2014**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s International Airport Authority Limited; M/s Mumbai International Airport authority Limited; M/s Krystal Aviation Services Pvt. Ltd. and Their Workmen** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-11011/01/2011-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present

JUSTICE ARVIND KUMAR MISHRA

Presiding Officer

REFERENCE NO.CGIT - 25 of 2014

Employers in relation to the management of

1. M/s International Airport Authority Limited**2. M/s Mumbai International Airport authority Limited****3.M/s Krystal Aviation Services Pvt. Ltd.**

V/s.

Their Workmen()Appearances:

For the first party Management : Ms. Geeta Raju (Adv.)

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-11012/05/2014-IR(CM-I) dated 10.02.2015 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 Airport Authority of India / Mumbai International Airport Pvt Ltd. & M/s Krystal Aviation Servies Pvt. Ltd. in non regularizing the services of 42 employees working as Trolley Retriever is legal and Justified? What relief the workmen are 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 opportunities given to him and taking into consideration the law as laid by the Hon'ble High Court in the case of **V. K. Raj Industries v. Labour Court (1) and others 1981 (29) FLR 194** as under:

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

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

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

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

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

Since no rejoinder/evidence 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, 4 मई, 2026

का.आ. 814.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री नीलमणि साहू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेन्स नं.- 4/2010) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल- 30012/40/2009-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 814.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 4/2010**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Oil India Limited** and **Shri Nilamani Sahoo** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-30012/40/2009-(IR(M))]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 4/2010

Date of Passing Award – 30th December, 2025

Between:-

The Project In-Charge,
Bay Exploration Project,
Oil India Limited, IDCO Tower,
Unit – IX, Bhubaneswar – 751 007.

... 1st Party-Management.

(And)

Shri Nilamani Sahoo,
Village- Kaipudia, P.O. – Megha,
Via – Athagarh, Cuttack.

... 2nd Party-Workman.

Appearances:

Sri Anup Kumar Mohanty,... For the 1st Party-Management.
 Auth. Representative.
 Sri N.R. Mallick, ... For the 2nd Party-Workman.
 Auth. Representative.

AWARD

The Government of India in the Ministry of Labour & Employment in exercising its power conferred under clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred a dispute between the Management of Bay Exploration Project, Oil India Ltd., and their workmen vide letter No. L-30012/40/2009 – IR(M), dated 26.03.2010 for its adjudication and the schedule of the reference is as follows:-

“Whether the action of the management of Oil India, Bhubaneswar by terminating the services of Shri Nilamani Sahoo, Watchman without taking disciplinary action is legal & or justified? What relief the workman is entitled to?

2. The case of the concerned workman as per his statement of claim is as follows:-

That he was appointed as a Chowkidar on the basis of selection through interview against the permanent vacancy with effect from 01.06.1985 and was posted at Bhubaneswar vide Order dated 31.05.1985 of the Management. At the time of appointment his basic pay was Rs. 310/- per month with D.A. and other allowances as applicable to regular employees of the company which was revised from time to time. He was under probation for six months and after completion of his probation period his service was confirmed. He had rendered 20 years of continuous service under the 1st Party-Management, but he was illegally dismissed from service on 30.06.2006. He had been performing his duties sincerely and diligently and he had an unblemished service record, but he came to know about his dismissal order from daily news Paper “The Samaj” dated 30.06.2006 which was in violation of principle of natural justice as well as the mandatory provisions of Industrial Disputes Act. He had not been served the order of dismissal and when he approached the Management-company he was given a copy of the said dismissal order. He had not been served a charge sheet of any misconduct committed by him and no enquiry was conducted against him. The Management had not complied with the provisions of Section 25-F of the I.D. Act. After about two years of his dismissal vide letter dated 25.02.2008 he was asked to collect his outstanding dues from the office of the Management. His dismissal from service by the 1st Party-Management was illegal, arbitrary and void ab initio. The 1st Party-Management has not followed the established principles of law while dismissing him, so he may be reinstated in his service with full back wages and other service benefits.

There was an illegality in payment of salary to the employees of the 1st Party-Management so the employees had raised a demand for payment of their salary in time. The employees demanded their regular payment through the Union but to victimize the workers of the 1st Party-Management filed 1.C.C. case which was registered against him and other workmen in the Court of J.M.F.C., Bhubaneswar in which he was granted bail by the Hon’ble High Court of Orissa. In the meantime during the pendency of the 1.C.C. case before the Court of S.D.J.M., Bhubaneswar, the Management had dismissed him without following the principles of natural justice leaving aside other employees who were allegedly named in the above case, so the action of the Management was discriminatory and unsustainable in the eye of law. The Management in its dismissal order had mentioned a concocted story that he had assaulted an officer in the office of the 1st Party-Management and threatened him with dire consequences if any action was taken against him. Moreover, the Management had further mentioned in the said order that being afraid of his threat, no employee was prepared to give evidence against him so no domestic enquiry was conducted against him and his service was terminated by the order of the competent authority.

It is the settled principle of law that when a workman is terminated from service it would amount to retrenchment under the I.D. Act and the Management is bound to follow the provisions of Section 25-F of the I.D. Act, but the Management had not followed the provisions of Section 25-F of the I.D. Act. The facts mentioned in the order of dismissal that he had physically assaulted the superior officer and threatened him to cause his death and threatened the other workers not to give evidence against him is false and concocted. The Management has taken false plea in order to justify its illegal action and to deny the benefits of principle of natural justice to him. After his illegal termination he had represented time and again to the higher authorities

for his reinstatement but his grievance was not taken into consideration. Hence, he raised the dispute before the A.L.C.(C), Bhubaneswar.

A prayer has been made before the Tribunal to declare his dismissal from service as illegal and void with a direction to the 1st Party-Management for his reinstatement with full back wages and other service benefits with continuity of service.

3. On the other-hand the case of the management of Oil India Limited is as follows:-

That, the 1st party-Management is a Government of India company doing its endeavour to search for Hydrocarbon and/or oil in the North East Coast, Mahanadi Basin Areas so it had set up its base office at Bhubaneswar, Orissa with branch at Paradeep. The concerned workman was working as a contract labourer under various contractors in the establishment but he was formally interviewed and was appointed as a watchman on the pay roll of the 1st Party-Management in the year 1985. After failure of the professional parties engaged by the company on global tender basis for drilling out, deposit of Hydro Carbon or oil during 1988 and finding future prospects of any successful exercise were bleak, the drilling operation were gradually reduced. After that the Management proposed to transfer some of its employees from Bhubaneswar to the field Head Quarter at Duliajan in the state of Assam from December, 2005. Some of the employee and all unionized employees of the Bhubaneswar Office as a protest on transfer stopped receiving their salary from June, 2006 onwards even after advising them to receive salary but the employees did not come forward to receive their salary. After five months, all the employees orally approached the Management for release their un-received salary but the Management insisted that each employee should give a letter of undertaking that they had not received their pay at their own sweet- will and would not to repeat such action in future. In the mean-time on 13.06.2006 at around 11 A.M. Sri A. Mazumdar the then Manager (F & A) under the 1st Party- Management while working in his office room at IDCO Towner, Janpath heard a huge commotion from outside and he immediately came out of his room. After that he found Sri Snehasis Halder, Cashier standing helplessly with open cash office and about fifteen to twenty Unionized staff including the present workman were shouting at the top of their voice. The said employees were demanding their arrear salary, cheques without complying the conditions stipulated by the Project in-charge Sri A. Majumdar, Manager (F& A). After that Sri A. Mazumdar told them that the same could not be paid without compliance of the conditions imposed by the Management. Thereafter Sri Mazumdar asked the cashier to close the cash office immediately. In the mean-time Shri J.K. Mishra and J.P. Bothaju, who had come thereto for rescue were threatened and abused by the workman and other employees. Thereafter the present workman and Sri T. Narayan targeted Sri Majumdar under the leadership of Sri N.R. Mallick, President of the MPEX Union, Sri D.R. Pattnaik, Sri J.K. Sarangi, Sri T.P. Mohanty and started threatening Sri A. Mazumdar in a most abusive language. Subsequently, Sri Mazumdar sought help of Shri S.K. Pattnaik. A.O. (SR) who escorted him to leave the office premises but as he moved towards the gate the concerned workman along with T. Narayan and other co-employees came there and manhandled him by hitting him with blows on his body and back. Further the concerned workman and Sri T. Narayan continued to assault Sri Mazumdar with fist and blows and Sri Majumdar ran back to his office room out of fear. Sri Mazumdar was confined by the workman and another employee in his room up-to 4.30 P.M. on 13.06.2006 and he was not allowed to go for lunch. Sri Majumdar was on leave from 14.06.2006 and 15.06.2006 and on 16.06.2006 on the basis of legal advice he had filed 1.C.C. Case Bearing No. 1496 dated 17.06.2006 against the concerned workman and others, which was sent to police station for registration of FIR. Further on 21.06.2006 the concerned workman came to the office and threatened to Sri Mazumdar, while he was going home that if the Management would take any action against them then that would be the last day of him and his family members. Moreover, the concerned workman threatened to all the co-employees not to give anything in writing relating to occurrence to the Management as a witness. The misconduct committed by Sri Nilamani Sahoo and T. Narayan were of serious nature putting the life and liberty of a superior officer in jeopardy, so they did not deserve any lenient view from the Management. On the basis of the past experience, the Management realized that the workman would be non-cooperative in conducting fact finding enquiry and in view of such situation it was not practicable to conduct an enquiry. The conduct of the concerned workman and others employee like threatening the superior officer, shouting derogative slogans on each working day had become a regular routine affairs. Moreover, Sri Sahu had indulged in violent activities when Sri M.P. Barua Officer of the 1st Party-Management company had visited to Bhubaneswar office. The Management after considering that there were every possibilities that the concerned workman would resort to assault the officers of the Management had decided that neither any useful purpose would be served nor any further evidence would come out if a detailed enquiry would be held with regard to the charges, so the competent authority keeping in view the larger interest of the company dismissed the concerned workman namely Sri Nilamani Sahoo and Sri T. Narayan on 30.06.2006 who were involved in such incident on 13.06.2006. The order of dismissal was sent to Sri Sahu through Regd. Post with A.D. enclosing there to cheques which returned unserved on 21.07.2006. The dismissal order was also sent to the workman Under Certificate of Posting on 03.07.2006 and the same was also published in the news-paper "The Sambad" Bhubaneswar edition dated 05.07.2006. In the mean-time a notice was published in the news-paper "The Sambad" on 15.11.2006 intimating the employees to receive their salary and in that response all the employees had received their salary on 16.11.2007 but the concerned workman gave a letter on 22.11.2006 mentioning false allegation with a prayer to allow him to join in his duty immediately. The concerned workman had made correspondence to the Management under the RTI Act for inspection of records and projects files which was considered by the Management. In the mean-time the learned S.D.J.M., Bhubaneswar referred the case bearing No. 1.C.C. 1496/2005 to Police Station and a G.R. Case No. 2487/2006 was registered. Subsequently Police after investigation had submitted charge-sheet.

The concerned workman has been dismissed from service of Management as punishment, so he does not come under the definition of retrenchment and consequently Section 25-F of the Industrial Disputes Act is not applicable in this case.

The 1st Party-Management by way of his reply has made a prayer that the reference may be answered against the disputant-workman.

4. The 2nd Party-workman has filed rejoinder denying all the averments made in the written statement by the Management.

5. On the basis of the pleadings of both the parties following issues are framed.

ISSUES

- i) Whether the action of the Management of Oil India, Bhubaneswar in terminating the services of Sri Nilamani Sahoo, Watchman without taking disciplinary action is legal and justified?
- ii) What relief the workman is entitled to?

6. The 2nd party-workman has examined altogether five witnesses. They are W.W.-1 Sri Nilamani Sahoo himself, Sri Nishith Ranjan Mallick as W.W.-2, Sri Krupasindhu Mahalik, as W.W.-3, Sri Jayanta Kumar Mohapatra as W.W.-4 and

Sri Radhamohan Padhi as W.W.-5. The 2nd Party-workman has proved the following documents which are marked as hereunder:-

Ext.-1 – Copy of the appointment letter dated 31.05.1985.

Ext.-2 – Copy of the confirmation letter dated 14.12.1985.

Ext.-3 – Copy of the dismissal order dated 30.06.2006.

Ext.-4 – Copy of the paper clippings dated 05.07.2006.

Ext.-5 – Copy of the Management's letter dated 25.02.2008.

Ext.-6 – Copy of the delegation of Power.

Ext.-7 – Copy of the letter addressed to General Manager, Oil India Limited by R.L.C.(Central), dated 27.08.1993.

Ext.-8 – Copy of Allahabad Bank letter dated 27.02.2007.

Ext.-9 – Copy of paper publication dated 15.11.2006 in The Sambad.

Ext.-10 – Copy of the letter dated 22.11.2006 of the workman to the Management, BEP, OIL, Bhubaneswar,

Ext.-11 – Copy of the compliant petition of Mr. Mazumdar before Learned S.D.J.M., Bhubaneswar in 1.C.C. Case No. 1496/2006.

Ext.-12 – Copy of notice dated 27.10.2006 issued to Sri J.K. Sarangi.

Ext.-13 – Copy of the status report on the alleged man-handling on Sri Mazumdar prepared by Sri R.K. Mohanty on 16.06.2006.

Ext.-14 – Copy of the letter dated 27.03.2006 of the Project in-charge, Oil India Limited.

Ext.-15 - Copy of the Index dated 18.04.2006 submitted by the Advocate of the Management before the Hon'ble High Court of Orissa in Misc. case No. 5015/2006

Ext.-16 – Copy of the Standing Order for the workman employed in Oil India Limited (Rajastan Project).

Ext.-17 – Copy of the judgement of the Hon'ble High Court of Orissa dated 06.04.2018 passed in W.P.(C) No. 883/2018.

7. On the other-hand the 1st Party-Management has examined four witnesses. They are M.W.-1 Sri Abhijit Majumdar, Sr. Manager (F&A), Directorate General Hydrocarbon, Noida, M.W.-2 Sri S.K. Senapati, Head (Legal), Corporate Office, Oil India Limited, M.W.-3 Sri Sujit Kumar Patnaik, Addl. Senior Officer (Materials), Oil India Limited, Noida & M.W.-4 Sri Anup Kumar Mohanty, Senior Administrative Officer.

8. In course of their evidence the Management have proved the following documents which are marked as :-

Ext.-A – Copy of the notice dated 02.05.2006.

Ext.-B – Copy of notice dated 03.06.2006.

Ext.-C – Copy of the postal envelop.

Ext.-C/1 – Copy of the postal remarks on envelop.

Ext.-D – Copy of notice published in the News Paper "The Sambad", dated 05.07.2006.

Ext.-E – Copy of the order of dismissal of the workman.

Ext.-F – Copy of service of cheque regarding payment of salaries to the 2nd party-workman.

Ext.-G – Copy of the letter dated 27.03.2006 addressed to IIC, Sahidnagar P.S., Bhubaneswar.

Ext.-H – Copy of the letter dated 03.04.2006 addressed to OIC, Sahidnagar P.S., Bhubaneswar by Project In-charge, BEP.

Ext.-J – Copy of the notice dated 02.05.2006 of OIL written by Sri S.N. Singh.

FINDINGS

9. The most important issue in this case is Issue No. II, so the Tribunal thinks it proper to discuss this issue first of all.

ISSUE NO. II

10. At the outset of discussions, it is relevant to mention here that it is an admitted fact that the concerned workman namely Sri Nilamani Sahu had been appointed as Chowkidar after selection through interview against the permanent vacancy with effect from 01.06.1985 at Bhubaneswar and after completion of probation his service was confirmed.

11. It is also the admitted fact that the concerned workman namely Sri Nilamani Sahoo had been dismissed/removed from the services with effect from 30.06.2006 without holding any domestic enquiry against him for the alleged misconduct.

13. At this stage it is required to mention here that in the dismissal order of Sri Nilamani Sahoo which is at Ext.-3, it has been mentioned that the misconduct committed by him is grave and serious in nature putting the life and liberty of a superior officer in jeopardy and as such deserves no lenient view from the Management. It has also been mentioned that he had taken extreme step of using abusive language and assaulting Sri Mazumdar inside the office premises in presence of other employees and such act in itself speaks of his high handed and recalcitrant attitude. It has been further noted that the Management is of view that it would be difficult to hold a proper enquiry since the witness might not come forward to give frank and true evidence.

14. It is relevant to mention herewith that there is a Standing Order for the workmen employed in the establishment of Oil India Limited which is marked as Ext.-16. The Management had not raised any objection at the time of its marking as exhibit by the W.W.-2 (Sri N.R. Mallick). Since no objection had been raised by the Management on the copy of the Standing Order for the workman employed in the establishment of Oil India Limited (Ext.-16), so it amounts to admission on the part of the Management.

15. In the Standing Order the provisions of termination of employment/service has been mentioned under Section 19 which reads as follows:-

19.0. Termination of Employment/Service :-

19.1. Reasons :-

19.1.1 A workman's termination of service will generally fall under one of the following categories:-

(a) Discharge owing to staff redundancy.

(b) Discharge on completion of temporary work.

(c) Discharge on completion of probationary period in respect of new recruits (if work is found unsatisfactory during the probationary period.

(d) Discharge on receipt of adverse report about the workman's efficiency, work, acts or expression prejudicial to the company, its management, its business or acts or expression prejudicial to the company, its management, its business or its reputation or any adverse official report.

(e) Discharge for absence from work, without authorized leave or permission for more than fourteen consecutive days.

(f) Any discharge for any misstatement or suppression of facts or furnishing to the Company any false or incorrect particulars about himself/herself/family, his/her qualifications or experience or past antecedents or conduct at the time of the appointment.

(g) Discharge or conviction by any Court of Law for a criminal offence involving moral turpitude.

(h) Discharge on attainment of age of superannuation.

(i) Discharge on resignation after due notice.

(j) Discharge for unsatisfactory service.

(k) Dismissal for any act of misconduct as specified under Section 21.

Clause (a) to (k)

Further, Section-9.2 of the Standing Order mentions the procedure for termination of employment/service and under Section-9.2.(d) it has been specifically mentioned that the services of the workman shall not be terminated (dismissed) for an act of misconduct specified under section 21 of the Standing Orders unless he/she has been given an opportunity to explain the charges levelled against him/her and a departmental enquiry is held. Further, under section 21 of the Standing Order disciplinary action of misconduct has been mentioned.

16. Now in the Standing Order of the Management of Oil India Limited there is categorical provision that a workman shall not be terminated (dismissed) for an act of misconduct unless he has been given an opportunity to explain and after holding a departmental enquiry. But in this case the Management had not issued any explanation/show cause to the concerned workman with regard to his misconduct as mentioned in the dismissal order and no disciplinary enquiry was conducted against him for proving the charges of misconduct.

17. However, at this stage the Tribunal thinks it proper to discuss the oral and documentary evidence of both the parties even though no departmental enquiry was conducted against the workman.

18. The most competent witness in this case on behalf of the workman is the W.W.-1 Sri Nilamani Sahoo. He has categorically deposed that he was appointed as a Chowkidar after he was selected through interview against a permanent vacancy with effect from 01.06.1985 and was posted at Bhubaneswar. He has also deposed that his services were made permanent after completion of probation period, but his service was terminated without holding any departmental enquiry. He has proved certain documents which are marked as Ext.-1 to Ext.-7.

In the cross examination he has deposed that on 13.06.2006 he was present in the office and he was called by Sri Mazumdar for receiving salary/payment after giving in writing, but he refused the same. He has denied the suggestion that he had misbehaved with Sri Mazumdar and kept him in confinement in a room till 4.30 P.M. He has also denied the suggestion that he along with N.R. Mallick, D.R. Patnaik, J.K. Sarangi and T.P. Mohanty had assaulted and abused Sri Mazumdar.

The W.W.-2 Sri N.R. Mallick who is the President of the Mahanadi Petroleum Exploration Employees Union has fully corroborated the evidence of the W.W.-1 in his examination in chief and he has proved certain documents which are marked as Ext.-8 to Ext.-17.

In the cross examination he has stated that he was dismissed from service in the year 2004. He has stated that he had collected information from the applicant that there was no incident in the office on 13.06.2006.

The W.W.-3, Krupasindhu Mallick has also supported the evidence adduced by the W.W.-1 in his examination in chief. In the cross examination he has deposed that he was not an employee of the Management on 13.06.2006 and he was driving a tourist vehicle, but he was working as a Driver of a tourist vehicle engaged for Oil India Limited. He has also deposed that he was a Driver of Sri Mazumdar and he left him in his office in between 9.30 A.M. to 1.30 P.M. and thereafter 3 P.M. to 3.30 P.M.

The W.W.-4 and W.W.-5 were the employees of the Management of Oil India Limited and they have fully supported the case of the concerned workman in their evidence.

19. On the other-hand the most competent witness on behalf of the 1st Party-Management is the M.W.-1 Sri A. Mazumdar. He has deposed that on account of transfer of employees by the Management, the other Unionized employees stopped receiving their salary from January, 2006 onwards and the Management had not stopped paying their salary to them rather advised them to receive their salary for which a letter was also issued. He has further deposed that on 13.06.2006 at around 11 A.M. he heard loud sound and disturbing slogans by the Unionized workmen resulting in violent commotion in front of the cash office and he informed the agitating workers that cheque could not be handed-over to them without submitting undertaking. He has further stated that on his advice the Cashier closed the cash box and handed over the keys to him. He has also stated the workman and others abused him and the Cashier in presence of Shri J.K. Mishra and Shri H.P. Bothaju. He has also stated that the concerned workman and T. Narayan targeted him under the leadership of Sri N.R. Mallick, Sri D.R. Pattnaik and Sri T.P. Mohanty who gheraoed and abused him as he was moving towards gate. He has also stated that the concerned workman and others repeatedly gave him blows and went on abusing. He has further stated that he was on leave from 14.06.2006 to 15.06.2006 and on 16.06.2006 after consultation with the legal officer filed an I.C.C. Case No. 1496/2006 before the learned S.D.J.M., Bhubaneswar. He has also deposed that on 21.06.2006 the concerned workman and Sri T. Narayan again assaulted him while he was going towards his personal vehicle from his office and he was also telephonically threatened by the concerned workman. He has further deposed that the conduct of the concerned workman and others were grave in nature and considering that no purpose would be served for holding departmental enquiry, the concerned workman Sri Nilamani Sahoo was dismissed from service on 30.06.2006. He has proved certain documents which are in Ext.- A to Ext.- J.

In the cross examination he has deposed that he had given in writing against the disputant workman for his unlawful and rudely behaviour as well as manhandling. He has also deposed that he could not say that if any

departmental proceeding was initiated against him or not for such alleged misconduct. He has further deposed that he was the Project, In-charge on 13.06.2006. He has also deposed that he cannot say about the procedure to be adopted as per the Certified Standing Order of the 1st Party-Management. He has denied the suggestions that the dismissal of the concerned workman was totally illegal and unjustified and the action of non-holding of departmental proceedings.

The Management Witness No. 2 Sri S.K. Senapati, M.W.-3 Sri S.K. Pattnaik and Sri Anup Kumar Mohanty M.W.-4 have fully supported the case of the Management in their examination in chief and there is nothing in their cross examination for discussion here.

20. It is pertinent to mention here that much has been said about the institution of I.C.C. Case No. 1406/2006 which was subsequently converted into P.S. Case No. 183/2006 and Police had submitted charge-sheet in this case. But the Management has not produced the copy of the registration of P.S. Case No. 183/2006 and the charge-sheet.

21. In absence of the copy of the registration of Police Case and copy of the charge-sheet submitted by Police on the I.C.C. case filed by Sri Mazumdar the case of the Management regarding incident on 13.06.2006 does not seem to be probable and trust-worthy.

22. After analysing the evidence of both the parties it is crystal clear that the concerned workman namely Sri Nilamani Sahoo had been dismissed from service of the Management without holding any departmental enquiry which is in violation of the Standing Order of the management of Oil India Limited (Ext.-16).

23. In view of such, the action of the management in dismissing/terminating the services of concerned workman w.e.f. 30.06.2010 is not legal and justified. Hence the concerned workman is entitled for relief.

Accordingly, the Issue No. I is answered in favour of the 2nd Party- Workman.

ISSUE NO. II

24. The Tribunal has already held (supra) that the action of the Management in dismissing/terminating the service of the 2nd party-workman namely Sri Nilamani Sahoo is not legal and justified and the concerned workman is definitely entitled for relief sought in his Claim Petition.

- 16 -

25. In view of the above facts and circumstances, the Tribunal passes following:-

ORDER

The management of Bay Exploration Project, Oil India Limited, IDCO Tower, Bhubaneswar is directed to reinstate the 2nd party-workman Sri Nilamani Sahoo in his services if he is not attained at the age of superannuation and also directed to pay all the back wages and consequential service benefits with continuity of service from the date of his dismissal and if the concerned workman Sri Nilamani Sahoo has already attained the age of supernation, then the Management is directed to pay all the back wages and other consequential benefits from the date of dismissal/discharge till his retirement along with all retiral benefits.

26. This is the Award of the Tribunal. The reference is answered accordingly.

27. Office is directed to send the copy of the Award to the Ministry of Labour for publishing the Award in the official gazette.

28. Case record be consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 815.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री टी. नाराय के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर, पंचाट (रिफरेंस नं.- 5/2010) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल- 30012/41/2009-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 815.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 5/2010**) of the **Central Government Industrial Tribunal cum Labour Court, Bhubaneswar** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Oil India Limited** and **Sri T. Narayan** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-30012/41/2009-IR(M)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

Present:

Sri Dinesh Kumar Singh,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 5/2010

Date of Passing Award – 30th December, 2025

Between:-

The Project In-Charge,
Bay Exploration Project,
Oil India Limited, IDCO Tower,
Unit – IX, Bhubaneswar – 751 007.

... 1st Party-Management.

(And)

Sri T. Narayan,
Plot No. 23, Amrapalli,
Patia, Chandrasekharapur,
Bhubaneswar (Orissa)

... 2nd Party-Workman.

Appearances:

Sri Anup Kumar Mohanty,...	For the 1 st Party-
Auth. Representative.	Management.
Sri N.R. Mallick, ...	For the 2 nd Party-Workman.
Auth. Representative.	

AWARD

The Government of India in the Ministry of Labour & Employment in exercising its power conferred under clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred a dispute between the Management of Bay Exploration Project, Oil India Ltd., and their workmen vide letter No. L-30012/41/2009 – IR(M), dated 26.03.2010 for its adjudication and the schedule of the reference is as follows:-

“Whether the action of the management of Oil India, Bhubaneswar by terminating the services of Shri T. Narayan, Photocopier Operator without taking disciplinary action is legal & or justified? What relief the workman is entitled to?

2. The case of the concerned workman as per his statement of claim is as follows:-

That he was appointed as a Photocopier Operator on the basis of selection through interview against the permanent vacancy with effect from 01.06.1985 and was posted at Bhubaneswar vide Order dated 31.05.1985 of the

1st Party-Management. At the time of appointment his basic pay was Rs. 310/- per month with D.A. and other allowances as applicable to regular employees of the company which was revised from time to time. He was kept under probation for six months and after completion of his probation period, his service was confirmed. He had rendered 20 years of continuous service under the 1st Party-Management, but he was illegally dismissed from service on 30.06.2006. He had been performing his duties sincerely and diligently and he had an unblemished service record, but he came to know about his dismissal order from daily news Paper "The Samaj" dated 30.06.2006 which was in violation of principle of natural justice as well as the mandatory provisions of Industrial Disputes Act. He had not been served the order of dismissal and when he approached the Management-company he was given a copy of the said dismissal order. He had not been served a charge sheet of any misconduct committed by him and no enquiry was conducted against him. The Management had not complied with the provisions of Section 25-F of the I.D. Act. After about two years of his dismissal vide letter dated 25.02.2008 he was asked to collect his outstanding dues from the office of the Management. His dismissal from service by the 1st Party-Management was illegal, arbitrary and void ab-initio. The 1st Party-Management has not followed the established principles of law while dismissing him, so he may be reinstated in his service with full back wage and other service benefits.

The 1st Party-Management had committed an illegality in payment of salary to its employees so the employees had raised a demand for payment of their salary in time. The employees demanded their regular payment through the Union but to victimize the workers, the 1st Party-Management filed 1.C.C. case which was registered against him and other workmen in the Court of J.M.F.C., Bhubaneswar in which he was granted bail by the Hon'ble High Court of Orissa. In the meantime during the pendency of the 1.C.C. case before the Court of S.D.J.M., Bhubaneswar, the Management had dismissed him without following the principles of natural justice leaving aside other employees who were allegedly named in the above case, so the action of the Management was discriminatory and unsustainable in the eye of law. The Management in its dismissal order had mentioned a concocted story that he had assaulted an officer in the office of the 1st Party-Management and threatened him with dire consequences if any action was taken against him. Moreover, the Management had further mentioned in the said order that being afraid of his threat, no employee was prepared to give evidence against him so no domestic enquiry was conducted against him and his service was terminated by the order of the competent authority. It is the established principle of law that when a workman is terminated from service it would amount to retrenchment under the I.D. Act and the Management is bound to follow the provisions of Section 25-F of the I.D. Act, but the Management had not followed the provisions of Section 25-F of the I.D. Act. The facts mentioned in the order of dismissal that he had physically assaulted the superior officer and threatened him to cause his death and threatened the other workers not to give evidence against him is false and concocted. The Management has taken false plea in order to justify its illegal action and to deny the benefits of principle of natural justice to him. After his illegal termination he had represented time and again to the higher authorities for his reinstatement but his grievance was not taken into consideration. Hence, he raised the dispute before the A.L.C.(C), Bhubaneswar.

A prayer has been made before the Tribunal to declare his dismissal from service as illegal and void with a direction to the 1st Party-Management for his reinstatement with full back wages and other service benefits with continuity of service.

3. On the other-hand the case of the management of Oil India Limited is as follows:-

That, the 1st party-Management is a Government of India company doing its endeavour to search for Hydrocarbon and/or oil in the North East Coast, Mahanadi Basin Areas so it had set up its base office at Bhubaneswar, Orissa with branch at Paradeep. The concerned workman was working as a contract labourer (Peon) under various contractors in the establishment but he was formally interviewed and was appointed as a Photocopy Machine Operator on the pay roll of the 1st Party-Management in the year 1985. After failure of the professional parties engaged by the company on global tender basis for drilling out, deposit of Hydro Carbon or oil during 1988 and finding future prospects of any successful exercise were bleak, the drilling operation were gradually reduced. After that the Management proposed to transfer some of its employees from Bhubaneswar to the field Head Quarter at Duliajan in the state of Assam from December, 2005. Some of the employee and all unionized employees of the Bhubaneswar Office as a protest on transfer stopped receiving their salary from June, 2006 onwards even after advising them to receive salary but the employees did not come forward to receive their salary. After five months, all the employees orally approached the Management for release their un-received salary but the Management insisted that each employee should give a letter of undertaking that they had not received their pay at their own sweet-will and would not to repeat such action in future. In the mean-time on 13.06.2006 at around 11 A.M. Sri A. Mazumdar the then Manager (F & A) under the 1st Party-Management while working in his office room at IDCO Towner, Janpath heard a huge commotion from outside and he immediately came out of his room. After that he found Sri Snehasis Halder, Cashier standing helplessly with open cash office and about fifteen to twenty Unionized staff including the present workman were shouting at the top of their voice. The said employees were demanding their arrear salary, cheques without complying the conditions stipulated by the Project in-charge Sri A. Majumdar, Manager (F& A). After that Sri A. Mazumdar told them that the same could not be paid without compliance of the conditions imposed by the Management. Thereafter Sri Mazumdar asked the cashier to close the cash office immediately. In the mean-time Shri J.K. Mishra and J.P. Bothaju, who had come thereto for rescue were threatened and abused by the workman and other employees. Thereafter the present workman and Sri

Nilamani Sahoo targeted Sri Majumdar under the leadership of Sri N.R. Mallick, President of the MPEX Union, Sri D.R. Pattnaik, Sri J.K. Sarangi, Sri T.P. Mohanty and started threatening Sri A. Mazumdar in the most abusive language. Subsequently, Sri Mazumdar sought help of Shri S.K. Pattnaik. A.O. (SR) who escorted him to leave the office premises but as he moved towards the gate the concerned workman along with Nilamani Sahoo and other co-employees came there and manhandled him by hitting him with blows on his body. Further the concerned workman and Sri Nilamani Sahoo continued to assault Sri Mazumdar with fist and blows and Sri Majumdar ran back to his office room out of fear. Sri Mazumdar was confined by the workman and another employee in his room up-to 4.30 P.M. on 13.06.2006 and he was not allowed to go for lunch. Sri Majumdar was on leave from 14.06.2006 and 15.06.2006 and on 16.06.2006 on the basis of legal advice he had filed 1.C.C. Case Bearing No. 1496/2006 dated 17.06.2006 against the concerned workman and others, which was sent to police station for registration of FIR. Further on 21.06.2006 the concerned workman came to the office and threatened Sri Mazumdar, while he was going home that if the Management would take any action against them then that would his last day and his family members. Moreover, the concerned workman threatened to all the co-employees not to give anything in writing relating to occurrence to the Management as a witness. The misconduct committed by Sri T. Narayan and Sri Nilamani Sahoo were of serious in nature putting the life and liberty of a superior officer in jeopardy, so they did not deserve any lenient view from the Management. On the basis of the past experience, the Management realized that the workman would be non-cooperative in conducting fact finding enquiry and in view of such situation it was not practicable to conduct an enquiry. The conduct of the concerned workman and others employee like threatening the superior officer, shouting derogative slogans on each working day had become a regular routine affairs. Moreover, Sri Narayan had indulged in violent activities when Sri M.P. Barua Officer of the 1st Party-Management company had visited to Bhubaneswar office. The Management after considering that there were every possibilities that the concerned workman would resort to assault the officers of the Management had decided that neither any useful purpose would be served nor any further evidence would come out if a detailed enquiry would be held with regard to the charges, so the competent authority keeping in view the larger interest of the company dismissed the concerned workman namely Sri T. Narayan and Sri Nilamani Sahoo on 30.06.2006 who were involved in such incident on 13.06.2006. The order of dismissal was sent to Sri Narayan through Regd. Post with A.D. enclosing there to cheques of his unpaid salary which returned unserved on 21.07.2006. The dismissal order was also sent to the workman Under Certificate of Posting on 03.07.2006 and the same was also published in the news-paper "The Sambad" Bhubaneswar edition dated 05.07.2006. In the mean-time a notice was published in the news-paper "The Sambad" on 15.11.2006 intimating the employees to receive their salary and in that response all the employees had received their salary on 16.11.2007 but the concerned workman gave a letter on 22.11.2006 mentioning false allegation with a prayer to allow him to join in his duty immediately. The concerned workman had made correspondence to the Management under the RTI Act for inspection of records and project files which was considered by the Management. In the mean-time the learned S.D.J.M., Bhubaneswar referred the case bearing No. 1.C.C. 1496/2006 to Police Station and a G.R. Case No. 2487/2006 was registered. Subsequently Police after investigation had submitted charge-sheet.

The concerned workman has been dismissed from service of Management as punishment, so he does not come under the definition of retrenchment and consequently Section 25-F of the Industrial Disputes Act is not applicable in this case.

The 1st Party-Management by way of his reply has made a prayer that the reference may be answered against the disputant-workman.

4. The 2nd Party-workman has filed rejoinder denying all the averments made in the written statement by the Management.

5. On the basis of the pleadings of both the parties following issues are framed.

ISSUES

- i) Whether the action of the Management of Oil India, Bhubaneswar in terminating the services of Sri T. Narayan, Photocopier without taking disciplinary action is legal and justified?
- ii) Whether the provisions of Section 25-F of the Industrial Disputes Act, 1947 were not followed by the 1st Party-Management while dismissing the service with effect from 30.06.2006. If so, whether he is entitled to the benefits of this provision?
- iii) What relief the workman is entitled to?

6. The 2nd party-workman has examined altogether five witnesses. They are W.W.-1 Sri T. Narayan himself, Sri Nishith Ranjan Mallick as W.W.-2, Sri Krupasindhu Mahalik, as W.W.-3, Sri Jayanta Kumar Mohapatra as W.W.-4 and Sri Radhamohan Padhi as W.W.-5. The 2nd Party-workman has proved the following documents which are marked as hereunder:-

Ext.-1 – Copy of the appointment letter dated 31.05.1985.

Ext.-2 – Copy of the confirmation letter dated 14.12.1985.

Ext.-3 – Copy of the dismissal order dated 30.06.2006.

Ext.-4 – Copy of the paper clippings dated 05.07.2006.

Ext.-5 – Copy of the Management's letter dated 25.02.2008.

Ext.-6 – Copy of the revised delegation of Power.

Ext.-7 – Copy of the letter addressed to General Manager, Oil India Limited by R.L.C.(Central), dated 27.08.1993.

Ext.-8 – Copy of Allahabad Bank letter dated 27.02.2007.

Ext.-9 – Copy of paper publication dated 15.11.2006 in The Sambad.

Ext.-10 – Copy of the letter dated 22.11.2006 of the workman to the Management, BEP, OIL, Bhubaneswar,

Ext.-11 – Copy of the compliant petition of Mr. Mazumdar before Learned S.D.J.M., Bhubaneswar in 1.C.C. Case No. 1496/2006.

Ext.-12 – Copy of notice dated 27.10.2006 issued to Sri J.K. Sarangi.

Ext.-13 – Copy of the status report on the alleged man-handling on Sri Mazumdar prepared by Sri R.K. Mohanty on 16.06.2006.

Ext.-14 – Copy of the letter dated 27.03.2006 of the Project in- charge, Oil India Limited.

Ext.-15 – Copy of the Index dated 18.04.2006 submitted by the Advocate of the Management before the Hon'ble High Court of Orissa in Misc. case No. 5015/2006

Ext.-16 – Copy of the Standing Order for the workman employed in Oil India Limited (Rajastan Project).

Ext.-17 – Copy of the judgement of the Hon'ble High Court of Orissa dated 06.04.2018 passed in W.P.(C) No. 883/2018.

7. On the other-hand the 1st Party-Management has examined two witnesses. They are M.W.-1 Sri Abhijit Majumdar, Sr. Manager (F&A), Directorate General Hydrocarbon, Noida, M.W.-2 Sri S.K. Senapati, Head (Legal), Corporate Office, Oil India Limited.

8. In course of their evidence the Management have proved the following documents which are marked as :-

Ext.-A – Copy of the notice dated 02.05.2006.

Ext.-B – Copy of notice dated 03.06.2006.

Ext.-C – Copy of the postal envelope.

Ext.-C/1 – Copy of the postal remarks on envelope.

Ext.-D – Copy of notice published in the News Paper "The Sambad", dated 05.07.2006.

Ext.-E – Copy of the order of dismissal of the workman.

Ext.-F-Series – Copy of service of cheque regarding payment of salaries to the 2nd party-workman.

Ext.-G – Copy of the letter dated 27.03.2006 addressed to IIC, Sahidnagar P.S., Bhubaneswar.

Ext.-H – Copy of the letter dated 03.04.2006 addressed to OIC, Sahidnagar P.S., Bhubaneswar by Project In-charge, BEP.

Ext.-J – Copy of the notice dated 02.05.2006 of OIL written by Sri S.N Singh.

FINDINGS

9. The most important issue in this case is Issue No. II, so the Tribunal thinks it proper to discuss this issue first of all.

ISSUE NO. II

10. At the outset of discussions, it is relevant to mention here that it is an admitted fact that the concerned workman namely Sri T. Narayan had been appointed as Photocopier Operator after selection through interview against the permanent vacancy with effect from 01.06.1985 at Bhubaneswar and after completion of probation his service was confirmed.

11. It is also the admitted fact that the concerned workman namely Sri T. Narayan had been dismissed/removed from the services with effect from 30.06.2006 without holding any domestic enquiry against him for the alleged misconduct.

12. At this stage it is required to mention here that in the dismissal order of Sri T. Narayan which is at Ext.-3, it has been mentioned that the misconduct committed by him is grave and serious in nature putting the life and liberty of a superior officer in jeopardy and as such deserves no lenient view from the Management. It has also been mentioned that he had taken extreme step of using abusive language and assaulting Sri Mazumdar inside the office premises in presence of other employees and such act in itself speaks of his high handed and recalcitrant attitude. It has been further noted that the Management is of view that it would be difficult to hold a proper enquiry since the witness might not come forward to give frank and true evidence.

13. It is relevant to mention herewith that there is a Standing Order for the workmen employed in the establishment of Oil India Limited which is marked as Ext.-16. The Management had not raised any objection at the time of its marking as exhibit by the W.W.-2 (Sri N.R. Mallick). Since no objection had been raised by the Management on the copy of the Standing Order for the workman employed in the establishment of Oil India Limited (Ext.-16), so it amounts to admission on the part of the Management.

14. In the Standing Order the provisions of termination of employment/service has been mentioned under Section 19 which reads as follows:-

19.0. Termination of Employment/Service :-

19.1. Reasons :-

19.1.1 A workman's termination of service will generally fall under one of the following categories:-

(a) Discharge owing to staff redundancy.

(b) Discharge on completion of temporary work.

(c) Discharge on completion of probationary period in respect of new recruits (if work is found unsatisfactory during the probationary period).

(d) Discharge on receipt of adverse report about the workman's efficiency, work, acts or expression prejudicial to the company, its management, its business or acts or expression prejudicial to the company, its management, its business or its reputation or any adverse official report.

(e) Discharge for absence from work, without authorized leave or permission for more than fourteen consecutive days.

(f) Any discharge for any misstatement or suppression of facts or furnishing to the Company any false or incorrect particulars about himself/herself/family, his/her qualifications or experience or past antecedents or conduct at the time of the appointment.

(g) Discharge or conviction by any Court of Law for a criminal offence involving moral turpitude.

(h) Discharge on attainment of age of superannuation.

(i) Discharge on resignation after due notice.

(j) Discharge for unsatisfactory service.

(k) Dismissal for any act of misconduct as specified under Section 21.

Clause (a) to (k)

Further, Section-19.2 of the Standing Order mentions the procedure for termination of employment/service and under Section-19.2.(d) it has been specifically mentioned that the services of the workman shall not be terminated (dismissed) for an act of misconduct specified under section 21 of the Standing Orders unless he/she has been given an opportunity to explain the charges levelled against him/her and a departmental enquiry is held. Further, under section 21 of the Standing Order disciplinary action of misconduct has been mentioned.

15. Now in the Standing Order of the Management of Oil India Limited there is categorical provision that a workman shall not be terminated (dismissed) for an act of misconduct unless he has been given an opportunity to explain and after holding a departmental enquiry. But in this case the Management had not issued any explanation/show cause to the concern workman with regard to his misconduct as mentioned in the dismissal order and no disciplinary enquiry was conducted against him for proving the charges of misconduct.

16. However, at this stage the Tribunal thinks it proper to discuss the oral and documentary evidence of both the parties even though no departmental enquiry was conducted against the workman.

17. The most competent witness in this case on behalf of the workman is the W.W.-1 Sri T. Narayan. He has categorically deposed that he was appointed as a Photocopier Operator after he was selected through interview against a permanent vacancy with effect from 01.06.1985 and was posted at Bhubaneswar. He has also deposed that his services were made permanent after completion of probation period, but his service was terminated without holding any departmental enquiry. He has proved certain documents which are marked as Ext.-1 to Ext.-7.

In the cross examination he has deposed that on 13.06.2006 he was present in the office and he was called by Sri Mazumdar for receiving salary/payment after giving in writing, but he refused the same. He has denied the suggestion that he had misbehaved with Sri Mazumdar and kept him in confinement in a room till 4.30 P.M. He has also denied the suggestion that he along with N.R. Mallick, D.R. Patnaik, J.K. Sarangi and T.P. Mohanty had assaulted and abused Sri Mazumdar.

The W.W.-2 Sri N.R. Mallick who is the President of the Mahanadi Petroleum Exploration Employees Union has fully corroborated the evidence of the W.W.-1 in his examination in chief and he has proved certain documents which are marked as Ext.-8 to Ext.-17.

In the cross examination he has stated that he was dismissed from service in the year 2004. He has stated that he had collected information from the applicant that there was no incident in the office on 13.06.2006.

The W.W.-3, Krupasindhu Mallick has also supported the evidence adduced by the W.W.-1 in his examination in chief. In the cross examination he has deposed that he was not an employee of the Management on 13.06.2006 and he was driving a tourist vehicle, but he was working as a Driver of a tourist vehicle engaged for Oil India Limited. He has also stated that on 13.06.2006 the concerned workman and others had neither gharoed nor assaulted Mr. Mazumdar, who used to attend of his office in between 9.30 A.M. to 1.30 P.M. and there after 3 P.M. to 3.30 P.M.

The W.W.-4 and W.W.-5 were the employees of the Management of Oil India Limited and they have fully supported the case of the concerned workman in their evidence. There is nothing in the cross examination to which requires discussion here.

18. On the other-hand the most competent witness on behalf of the 1st Party-Management is the M.W.-1 Sri A. Mazumdar. He has deposed that on account of transfer of employees by the Management, the other Unionized employees stopped receiving their salary from January, 2006 onwards and the Management had not stopped paying their salary to them rather advised them to receive their salary for which a letter was also issued. He has further deposed that on 13.06.2006 at around 11 A.M. he heard loud sound and disturbing slogans by the Unionized workmen resulting in violent commotion in front of the cash office and he informed the agitating workers that cheque could not be handed-over to them without submitting undertaking. He has further stated that on his advice the Cashier closed the cash box and handed over the keys to him. He has also stated the workman and others abused him and the Cashier in presence of Shri J.K. Mishra and Shri H.P. Bothaju. He has also stated that the concerned workman and Nilamani Sahoo targeted him under the leadership of Sri N.R. Mallick, Sri D.R. Pattnaik and Sri T.P. Mohanty who gharoed and abused him as he was moving towards gate. He has also stated that the concerned workman and others repeatedly gave him blows and went on abusing. He has further stated that he was on leave from 14.06.2006 to 15.06.2006 and on 16.06.2006 after consultation with the legal officer filed an I.C.C. Case No. 1496/2006 before the learned S.D.J.M., Bhubaneswar. He has also deposed that on 21.06.2006 the concerned workman and Sri Nilamani Sahoo again assaulted him while he was going towards his personal vehicle from his office and he was also telephonically threatened by the concerned workman. He has further deposed that the conduct of the concerned workman and others were grave in nature and considering that no purpose would be served for holding departmental enquiry, the concerned workman Sri T. Narayan was dismissed from service on 30.06.2006. He has proved certain documents which are in Ext.- A to Ext.- J.

In the cross examination he has deposed that he had given in writing against the disputant workman for his unlawful and rudely behaviour as well as manhandling. He has also deposed that he could not say that if any departmental proceeding was initiated against him or not for such alleged misconduct. He has further deposed that he was the Project, In-charge on 13.06.2006. He has also deposed that he cannot say about the procedure to be adopted as per the Certified Standing Order of the 1st Party- Management. He has denied the suggestions that the dismissal of the concerned workman was totally illegal and unjustified and the action of non-holding of departmental proceedings.

The Management Witness No. 2 Sri S.K. Senapati has fully supported the case of the Management in their examination in chief and there is nothing in their cross examination which requires discussion here.

19. It is pertinent to mention here that much has been said about the institution of I.C.C. Case No. 1496/2006 which was subsequently converted into P.S. Case No. 183/2006 and Police had submitted chare-sheet in this case. But the Management has not produced the copy of the registration of P.S. Case No. 183/2006 and the charge-sheet.

20. In absence of the copy of the registration of Police Case and copy of the charge-sheet submitted by Police on the I.C.C. case filed by Sri Mazumdar the case of the Management regarding incident on 13.06.2006 does not seem to be probable and trust-worthy.

21. After analysing the evidence of both the parties it is crystal clear that the concerned workman namely Sri T. Narayan had been dismissed from service of the Management without holding any departmental enquiry which is in violation of the Standing Order of the management of Oil India Limited (Ext.-16).

22. In view of such, the action of the management in dismissing/terminating the services of concerned workman w.e.f. 30.06.2006 is not legal and justified. Hence the concerned workman is entitled for relief.

Accordingly, the Issue No. I is answered in favour of the 2nd Party-Workman.

ISSUE NO. I & III

23. The Tribunal has already held (supra) that the action of the Management in dismissing/terminating the service of the 2nd party-workman namely Sri T. Narayan is not legal and justified so the concerned workman is entitled for relief sought in his Claim Petition.

24. In view of the above facts and circumstances, the Tribunal passes following:-

ORDER

The management of Bay Exploration Project, Oil India Limited, IDCO Tower, Bhubaneswar is directed to reinstate the 2nd party-workman Sri T. Narayan in his services if he is not attained at the age of superannuation and also directed to pay all the back wages and consequential service benefits with continuity of service from the date of his dismissal and if the concerned workman Sri T. Narayan has already attained the age of supnation, then the Management is directed to pay all the back wages and other consequential benefits from the date of dismissal/discharge till his retirement along with all retiral benefits.

25. This is the Award of the Tribunal. The reference is answered accordingly.

26. Office is directed to send the copy of the Award to the Ministry of Labour for publishing the Award in the official gazette.

27. Case record be consigned to record room.

Dictated & Corrected by me.

DINESH KUMAR SINGH, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 816.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीआईएमएफआर के प्रबंधन के संबंध में नियोजकों और श्री राजेश महतो एवं 167 अन्य के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 02/2022 रिफरेन्स केस नं. 89/2006) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/03/2026-आईआर(एम)-77]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 816.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 02/2022 (REF Case No. 89/2006)**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **CIMFR and Shri Rajesh Mahato & Ors. 167** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/03/2026-(IR(M)-77)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

Comp. Case No. 02/2022

Arising out of REF Case No. 89/2006

Sri Rajesh Mahato & Ors. 167

Bhelatand, PO-Nag Nagar (ISM),

Dhanbad-826004.....

Complainants

Vs.

The Director of CIMFR,

Barwa Road Campus, PO & Dist-Dhanbad-826001.....Opposite Parties

Appearances:

For Complainant :- Sri Manas Kumar Chatterjee, Representative

For Opp. Party :- None.

Present: **Shri Sachindra Kumar Pandey**

Presiding Officer

State : Jharkhand

Dated 06/02/2026

ORDER

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

3. Case is called out.

4. On call none is present from Opp. Party.

5. Perused the record. After perusal of record it appears that Sri Rajesh Kumar Mahato appeared on 16.02.2022 and filed a complaint petition under section 33A of I.D. Act, 1947 and thereafter regd. notice was issued to Opp. Party and both parties appeared on certain dates and filed their authorities, W/S and subsequently rejoinder. Today Sri Manas Kumar Chatterjee, Representative on behalf of the complainant appeared and submitted that as the main case is in advance stage and contested by the workman this case may be closed.

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

Hence, this case is dismissed accordingly.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 817.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार किरीबुरु आयरन ओरे माइंस (सेल) के प्रबंधन के संबंध में नियोजकों और उनके कामगार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद, पंचाट (रिफरेन्स नं.- 92/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल-26011/3/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 817.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 92/2014**) of the **Central Government Industrial Tribunal cum Labour Court-1, Dhanbad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Kiriburu Iron Ore Mines (SAIL)** and **Their Workman** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-26011/3/2014-(IR(M))]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1,DHANBAD

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

Reference Case No. 92/2014

Parties:

Employers in relation to the management of Kiriburu Iron Ore Mines

(SAIL), Singhbhum (EW)

AND

Their Workman

Present: Shri Sachindra Kumar Pandey

Presiding Officer

Appearances:

For the Employers :- Sri Abhijeet Kumar Singh, Dy. Manager (HR)

For the workman :- Sri P.K. Panda, President

State : Jharkhand.

Industry:-Steel & Iron

Dated 06/02/2026

AWARD

In exercise of powers conferred under clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government Of India through the Ministry of Labour, vide its Order No. L-26011/3/2014- IR(M) dated 27/10/2014 has been pleased to refer the following dispute between the employer i.e. management of Kiriburu Iron Ore Mines (SAIL), Singhbhum (EW) and their workman through Secretary, NMDC Mines Workers Union, Kiriburu, Singhbhum (W) for adjudication by this Tribunal:

SCHEDULE

“Whether the action of the management of Kiriburu Iron Ore Mines or SAIL (RMD) is justified for non-payment of honorarium to the dumper operator? Then what relief the concerned workman is entitled to?”

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

3. On receiving order no. L-26011/3/2014- IR(M) dated 27/10/2014 Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, Reference case no. 92 of 2014 was registered on 11.11.2014 and thereafter the notices were sent to the parties with a direction to appear and submit their written statements along with relevant documents and witnesses in support of their claims.

4. After receipt of the reference on 11.11.2014, this case was put up after a long gap on 17.01.2022 and regd. notices were issued to both the parties and the management appeared on certain dates thereafter but workman/union failed to appear before this Tribunal. However Sri D.K. Verma, Ld. Advocate for the management appeared and on 11.07.2022 second regd. notice was also issued to workman/union but he still failed to appear. Thereafter on 06.02.2026 Sri P.K. Panda, President on behalf of the union appeared and filed a memorandum of settlement between management and union stating therein that this settlement may be taken on record for passing appropriate orders dismissing the reference as withdrawn/not pressed.

5. On perusal of the entire case record it transpires that the union who is the aggrieved party, has himself filed a petition dated 30.01.2026 with a prayer to close his case. As now he is not interested to contest this case, his prayer is

allowed and accordingly this case is hereby dismissed as withdrawn and it is further ordered that “No Dispute Award” be drawn up in respect of the above reference case. Let the copies of Award in duplicate be sent to the Ministry of Labour & Employment, Government of India, New Delhi for information and notification.

SACHINDRA KUMAR PANDEY, Presiding Officer

नई दिल्ली, 5 मई, 2026

का.आ. 818.—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 नागपुर के पंचाट (04/2023-24) प्रकाशित करती है।

[सं. एल-39025/01/2026-आईआर(बी-II)-42]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 818.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2023-24) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Canara Bank their workmen.

[No. L-39025/01/2026- IR(B-II)-42]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/Appln.04/2023-24

Date:05.02.2026

Party No.1:

1. The Assistant General Manager of Canara Bank,
Regional Office, Nagpur -440001
2. The Manager of Canara Bank,
Branch – Mankapur (5149),
Nagpur -440030

V/s.

Party No.2:

Nivesh S/o Ishwar Dhongle,
R/o. 47, Natraj Nagar Society Gorewada,
Nagpur - 440030

AWARD

(Dated:5th February, 2026)

In exercise of the powers conferred by Section (1) & (2) of Section 2-A of Industrial Disputes (Amendment) Act, 2010 (“the Act” in short), the applicant filed an industrial dispute between the employers, in relation to the management of South Eastern Central Railways & Others and the applicant, Shri. Vijay Anandrao Lingayat for adjudication vide Case No. CGIT/NGP/Appln.05/2021-22, with the following issues framed: -

1. “Whether Shri. Nivesh S/o Ishwar Dhongle is a workman?
2. Whether there is any relationship of employer and employee between the parties.
3. Whether the action of the management/ Canara Bank in termination of the workman is legal, fair and Justified? If not, what relief the workman is entitled?”

2. Case is called out. Both parties are absent on repeated calls. From perusal of record, it is apparent that petitioner is not responding and attending the court since 11.11.2024. Accidently, on 20.11.2025 counsels for both the parties were present. Although, from perusal of record, it is also apparent that statement of claim and written statements have been filed by the parties respectively but no rejoinder/affidavit has been filed by the petitioner till today. After providing last opportunity to file him his rejoinder/affidavit even then he has not filed the rejoinder/affidavit as well as no other evidence has been filed by the petitioner to prove his claim. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

1. “Shri. Nivesh S/o Ishwar Dhongleis a workman – Not Proved
2. There is any relationship of employer and employee between the parties – Not Proved
3. The action of the management/ Canara Bank in termination of the workman is legal, fair and justified.”

The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 819.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और मोहम्मद गौस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 30/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल-11011/10/2012-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 819.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 30/2014**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airports Authority of India** and **Mohd Ghouse** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-11011/10/2012-(IR(M))]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR

COURT AT HYDERABAD

Present: Sri IRFAN QAMAR

Presiding Officer

Dated the 9th day of December 2025

INDUSTRIAL DISPUTE No. 30/2014

Between:

Mohd Ghouse

Supervisor & Br Secretary AAWU

..... Petitioner

AND

Airport Director,
Airports Authority of India,
Hyderabad. Airport Begumpet.

.... Respondent

Appearances:

For the Petitioner: Sri , Advocate

For the Respondent: Sri A.K. Jayaprakash Rao , Advocate

For the Respondent II: Sri M. Govind , Advocate

For the Respondent III: Sri Venkatesh dixit , Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-11011/10/2012-IR(M) dated 13th February 2014 has referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question.

SCHEDULE

“Whether the action of the management of Airports Authority of India Hyderabad in connection with the transfer of workman Shri Mohd. Ghouse, Sr. Assistant (Lifts) & Branch Secretary of Airports Authority of India Worker’s Union, Hyderabad from Hyderabad to Rajahmundry, is legal and justified? What relief the workman is entitled to?”

After receipt of the reference, it was numbered as 30 of 2014, and notices were issued to both the Workman and Management.

2. The factual matrix of the Industrial Disputes as per claim statement of the Petitioner are that the Respondent Management transferred Petitioner from Hyderabad to Rajahmundry Airport and action of Respondent Management is not only illegal and arbitrary but also violative of section 2 (r)(a) of item No. 7 of the Fifth Schedule R/w section 25 T, section 33(1) (a) of I.D. Act, 1947. Further, Petitioner averred that he was posted on non-transferable post, but Respondent transferred him from Hyderabad Airport Begumpet to Rajahmundry Airport, in contravention of the terms and conditions of the transfer policy dated 24.11.1999 and 27.02.2014. Further, petition submitted that he was working at Hyderabad Airport, and he has been abruptly transferred to Civil Aerodrome, unpopular urban Turner Station Rajahmundry against the AAI Transfer Policy which is nothing but change of condition service and victimization of the Petitioner workman by Respondent Management by order dated 10.05.2010. Further, Petitioner was working as a workman Supervisor (Lift, technical block, lift) since 1980 at Begumpet, Hyderabad, and was authorized to operate and maintenance of four (4) lifts and three (3) escalators in the Airport Authority of India, which is a profit-making public enterprise 23.03.2008 at 00.00 hours the commercial operation of the International Airport were shifted to Rajiv Gandhi International Airport at Shamshabad without notice, without informing to the workman and without following provision of Section 9 A of the I.D Act. Which not only resulted lot of hardship to the workman but also adversely affected the service conditions of the workman.

Further, it is submitted that Airport Authority Employee’s Union (AAEU) filed writ petition for protection of service conditions of the workmen and W.P. No. 18000/2012 for domestic commercial operation from Begumpet Airport. Hon’ble High Court at Andhra Pradesh in WP No.4950; 7147; and 7611 of 2008 vide judgment dated 06.07.2009 held “even otherwise the service condition at the employees of the Petitioner union sufficiently protected under the law with all the other alternative amid efficacious remedies for appropriate action “which means and includes the conciliation under the Act UNION has to file before the conciliation officer then Approached to high court further remedy.

Airport Authority Kamgar Union. (AAKU) and Petitioner unions filed the petition for protection of service conditions of the workman before A.LC as per the terms of the settlement u/s. 12(3) of ID Act, 1947 The management agreed to arrange round the shift duties as per the previous practices for the workman of the Engg and operational category. Further, it is contended that the Employer changed the duties weekly off, and place of duties, timing, starting the shift withdrawal Three shifts, and then two shifts and then one shift. Finally it has decided general shift from 9.30 AM to 5.30 PM 6 days week instead of 5 days which is violation of his own order Vide No AAI/SR/M/2-1(11)EH dated 09.03.29 The action of Respondent in respect of withdrawal of over time, without intimation is contrary to sec 9 A of I.D. Act, Sec.33 A and also direction of Genl. Manager (Electrical), dated: 26.03.2009

When the duty of Petitioner was changed on 22.12.2008 during conciliation proceedings Senior Law Manager, has given an undertaking that the applicant shall be posted in shift duty if he agrees hereto. The applicant agreed and was posted on shift duty at the ATM on 08.02.2009 with 64 hours over time, weekly off on Monday, and double duty on Sunday. One day morning M=6 AM to 1.PM and next day Evening duty 2PM to 10 PM. All of a sudden on 25.07.2010 while he was on duty Terminal Management asked him to get out from the duty and was not given the roster and not a reliving letter with a direction where to report and did not furnished the Leave entitlement and compensatory off. On both Terminal R.G.T and NTR there were 12L lift operator for three escalators and five lifts but now there is only one General shift have been working without O.T and night wages.

The workman belonging to the other two unions are not treated at par with reference to the members of the recognized union. Their timely upgradations were not given. Further, Petitioner averred that his duty has been changed without information or notice. The Petitioner has suffered at the behest of recognized Union since 1981. Petitioner is covered under the Central Government Health Scheme till 1994. and CGHS subscription was deducted from his Salary by the Respondent till 2004 but that was not credited to the CGHS Account for five years and consequently CGHS facility of Applicant was stopped in 2005. The matter was moved with RLC Central and Central Government Union Secretary issued directions vide Reference No.1/11011/2/2005-IR (M) Dated 30-05-2005_IR (M) Dated 30.05.2005 replied that it is under the consideration of Hqrs, The Respondent has issued the card for inpatient card, and it is not allowed for outpatient. Outpatient medical facility is not available to the applicant. The medical bills submitted by Petitioner for reimbursement for Rs 40,000/- is state lying unsettled with the Respondent.

Petitioner primary duty Vide letter no AAI/HY/AM (E) IN/LIFTS Dated 7.7.1999 was operation of lifts and Escalator at Hyderabad Airport. And lift operator was responsible for operation and maintenance of lifts and escalator available at N.T.R. Domestic Terminal, R.G.T. and about technical block of Hyd Airport Petitioner was required to attend to Emergency calls and V.VIP moments. Further, it is averred that Srinivas D. has been deployed at ATM duty in place of the Petitioner because he was the local branch president of recognized union vide direction of Jt.G.M Engg Electrical. Vide ref No AAI/HY/ENGG/E STAFF dated 26.03.2009 to report to terminal manager and to carry out duties as assign by Terminal manager. Petitioner performed his duty from 08.02.2009 to 24.07.2010. Thereafter Petitioner was transferred from Hyderabad to an unpopular station at Rajahmundry though he was singly operating Lifts at the Airport, Hyderabad. Petitioner averred that he has been transferred from Hyderabad and by way of victimization and discrimination and his transfer is illegal malafide, contrary to the policy and un-reasonable. Petitioner prayed to set aside his transfer order dated 24th August 2012 passed by Respondent Management from Hyderabad to Rajahmundry.

3. Per contra Respondent has filed counter and therein it is Contended that the workman whose dispute has been referred has attained the age of superannuation on 30th June 2014, and has settled all his claims. Therefore, the reference has become infructuous for the reason that no cause of action survived on account of his retirement, and no relief can be granted to the Petitioner. Further, it is contended that the Respondent totally denies the averment made by the Petitioner as baseless and misconceived, and the Petitioner is put to the strict proof of the same. Further, it is contended that Begumpet Airport of Hyderabad was closed for commercial aircraft operations, which is shifted to Shamshabad Airport, vide Central Government notification dated 30th March 2008. Further, it is contended that terminal buildings NTR terminal building and Rajiv Gandhi terminal building are not operated, as there are no commercial passenger movements from Begumpet Airport. Therefore, escalators and lifts in those terminal buildings are not functioning for passenger facilities, and Petitioner workman was transferred from Hyderabad to Rajmundry Airport by order dated 23rd August 2012 due to administrative grounds. Further, it is contended that the Regional Labour Commissioner has no power or authority to pass any order with regard to the transfer of an employee. The pleas of Petitioner pertaining to other cases which are pending before the Hon'ble Court, are not relevant to present reference and Respondent will give proper reply for filing the counter in respective cases. Further, Respondent contended that the Begumpet Airport of Hyderabad was closed for commercial aircraft operation, because it got which are shifted to Shamshabad Airport, vide Central Government notification dated 10th March 2008. Since both the terminal building i.e., NTR terminal building and Rajiv Gandhi terminal building, are not being operated as there is no commercial passenger movement from Begumpet Airport. Therefore, the escalators and lifts in those terminal buildings are not functioning for passenger facilities. Hence, Petitioner who was on duty to operate was transferred from Hyderabad to Rajahmundry via order dated 23rd August 2012, and he was relieved from his duty. But Petitioner failed to report for duty at the transferred place in compliance of his transferred order. Further, it is contended that the Petitioner had filed Writ petition number 27455 of 2012 before the Hon'ble High Court of Andhra Pradesh, questioning transfer order issued by the Respondent, transferring him from Hyderabad to Rajahmundry and Hon'ble High Court decline to grant any interim relief, Writ Petition, was withdrawn and High Court dismissed the Writ Petition as withdrawn. Therefore, Respondent prayed to dismiss the claim statement of the Petitioner.

4. In support of averment made in the claim statement, Petitioner has filed chief statement affidavit of WW1, Respondent has also filed chief statement affidavit of MW1. Petitioner has also filed certain photocopies of the documents.

on the basis of pleadings of either parties following issues arise for determination in this case:-

I. Whether the action of Management of Airport Authority of India, Hyderabad, in connection with the transfer of workman Sri Mohd Ghouse, Senior Assistant, Lift and Bench Secretary of Airport Authority of India Workers Union, Hyderabad, from Hyderabad to Rajahmundry, is legal and justified?

II. To what relief, if any, Petitioner is entitled to?

Findings:-**ISSUE No. I:-**

Petitioner in his claim statement has challenged transfer order dated 23.08.2012, from Hyderabad to Rajahmundry Airport, on the ground of unfair labour practices, victimization and change in service condition in violation of provision contained u/s 9 A of the I.D. Act.

At the outset, learned counsel for Respondent has contended that Petitioner-workman, whose dispute has been referred has attained the age of superannuation on 30.06.2014, and has settled all his claims. Therefore, present reference has become infructuous for the reason as no cause of action survives on account of his retirement, and no relief can be granted to the Petitioner. The contention of Respondent that Petitioner-workman has got retired after the age of superannuation on 30.06.2014, is not controverted and denied by the Petitioner in his oral testimony. Therefore, it is undisputed that Petitioner got retired from service at the age of superannuation on 30.06.2014 and has settled all his claims. It is not the case of the Petitioner that due to his transfer from Airport Hyderabad he has suffered financial disadvantages. It is settled law that where an employee challenging his transfer order in a labor Court subsequently retires during the pendency of the case, the relief sought specifically the cancellation of the transfer order and related service benefits during the contested period, may become infructuous or difficult to grant due to the cessation of the employment relationship. The primary remedy, reinstatement to the original post, is generally not possible after a valid retirement. Therefore, upon retirement of an employee, the employer-employee relationship ceases and main remedies of service law, like setting aside a transfer, preventing termination, are generally prospective and tied to active service. Therefore, this court cannot typically order the employee to be placed in a specific active-duty post or reverse the effect of the past transfer order as if the employee was still in service. The claim for the primary relief becomes obsolete. Therefore, in view of the above, in the present matter Petitioner has already retired from his post after attaining the age of superannuation on 30.06.2014. Thus, the relief claimed by the Petitioner for conciliation of his transfer order has become infructuous and same is not maintainable.

Now, let us examine legality of impugned transfer order of Petitioner from Hyderabad to Rajahmundry. In this context, Petitioner has filed a chief affidavit of statement of WW1, wherein he has reiterated the averment made in claim petition. But in cross-examination WW1 has stated that it is true that he has not marked any exhibit in support of his claim in his chief examination affidavit. It is true that he was relieved on 31.08.2012, by a transfer order issued by the Respondent. Further, WW1 states that it is true that he has filed writ petition number 27455 of 2012, and same was dismissed as withdrawn. Further, WW1 states that it is true that he has not filed any document to show that his transfer from Hyderabad to Rajahmundry was to accommodate one Mr. Srinivas, office assistant. It is true that he has not filed any documents to show that he cannot be transferred from Begumpet, Hyderabad, to any other place. Thus, from the above statement of witness WW1, it manifests that Petitioner has utterly failed to prove the averment made in his claim statement that he was posted on a non-transferable post and he has been transfers from Hyderabad to Rajahmundry on the ground victimization and unfair labour practice and also in violation of Section 9 A of Industrial Dispute Act. Further, Petitioner has failed to prove the fact the due to impugned transfer order how his service condition has been changed.

Whereas, Respondent has filed an affidavit of examination-in-chief statement of MW1 in oral evidence and therein MW1 has stated that, according to Ministry of Civil Aviation Airport Authority of India order number 2002, liability for service is transferable anywhere in India or abroad. Further, MW1 has deposed that the employees of the Begumpet airport had been redeployed by transferring them to other places so that their services could be gainfully utilized at some other places without altering their service conditions, and this is not in violation of section 9A of the Industrial Disputes Act. Further, MW1 states that the Begumpet airport of Hyderabad was closed for commercial aircraft operation, and it was shifted to Shamshabad airport, as per a Central Government notification dated 10.03.2008. Further, MW1 stated that both the terminal buildings, i.e., NTR terminal building and Rajiv Gandhi terminal building, were not operated as there were no commercial passenger movements from Begumpet airport. Therefore, the escalator and lift in those terminal buildings were not functioning for passenger facilities. Hence, the workman-Petitioner was transferred from Hyderabad to Rajahmundry airport by order dated 23.08.2012, and other workmen were also transferred to other places, and Petitioner was relieved from his duty. Further, MW1 stated that the other employees reported for duty at the transferred places, but the workman-Petitioner failed to report for duty at the transferred place.

Thus, witness MW1 in his chief statement has proved that Petitioner was transferred from Begumpet airport to Shamshabad airport due to close of Commercial Aircraft operation at airport Begumpet. Further, MW1 has proved that terminal buildings of the Begumpet airport were not in operation as there was no commercial passenger

movement at Begumpet airport and due to non-availability of work at Begumpet airport, the employees including Petitioner deputed at Begumpet Airport were transferred to other places by the Respondent Management. Thus, it reflects from the testimony of MW1 that the Petitioner was transferred to Rajahmundry Airport by the Respondent Management due to administrative reasons. Moreover, Petitioner failed to produce any document to prove his averment that his service was non-transferable, and he was transferred from Begumpet Airport due to victimization. Moreover, despite sufficient opportunity, Petitioner failed to cross-examine witness MW1. Therefore, statement of witness MW1 in the chief statement affidavit remained uncontroverted.

In this context, reference of decision of **Hon'ble Supreme Court in the case of Mrs. Shilpi Bose and Others Vs State of Bihar, A.I.R., 1991 Supreme Court, page 532**, is relevant wherein Hon'ble Supreme Court: -

"In our opinion, the Courts should not interfere with a transfer Order which are made in public interest and for administrative reasons unless the transfer Orders are made in violation of any mandatory statutory Rule or on the ground of malafide. A Government Servant holding a transferable post has no vested right to remain posted at one place or the other, he is hable to be transferred from one place to other. Transfer Orders issued by the competent authority do not violate any of his legal rights. Even if a transfer Order is passed in violation of exceptive instructions or orders, the courts ordinarily should not interfere with the order instead affected party should approach the higher authorities in the Department. If the Courts continue to interfere with day-to-day transfer orders issued by the Government and its subordinate authorities, there will be complete chaos in the administration which would not be conducive to public interest. The High court overlooked these aspects in interfering with the transfer orders."

Further, Hon'ble Supreme Court ion the case of **State of Madhya Pradesh Vs. S.S. Kaurav 1995A.I.R.**, page 1056, have held: -

"It is contended for the respondent that the respondent had already worked at Jagdalpur from 1982 to 1989 and when he was transferred to Bhopal, there was no justification to retransfer him again to Jagdalpur. We cannot appreciate these grounds/The courts or Tribunals are not appellate forums to decide on transfers of officers on administrative grounds. The wheels of administration should be allowed to run smoothly and the courts or tribunals are not expected to interdict the working of the administrative system by transferring the officers to proper places. It is for the administration to take appropriate decision and such decisions shall stand unless they are vitiated either by malafides or by extraneous consideration without any factual background foundation. In this case we have seen that on the administrative grounds the transfer orders came to be issued. Therefore, we cannot go into the expediency of posting an officer at a particular place"

Thus, in view of the law laid down by Apex Court as discussed above and ongoing evidence material on record in the matter at hand the Petitioner was transferred by Respondent Management from Begumpet Airport to Rajahmundry Airport due to stoppage of operation of commercial passenger flight and there was no work available for the employees posted at Begumpet Airport. Since Petitioner was posted at Begumpet Airport as escalator and lift operator which were closed due to shift of commercial passenger flight from Begumpet to Shamshabad. Therefore, the Petitioner and other employees were transferred from Begumpet Airport purely on the administrative ground. Therefore, the impugned order of transfer of Petitioner under challenge in this Petition warrants no interference by the tribunal and Petition filed by the Petitioner sans merit hence liable to dismissed.

Further, as regard other pleas of the Petitioner taken in the claim statement regarding withdrawal of overtime and other benefits it would be pertinent to mention here that the said pleas raised by Petitioner in his claim statement are outside the scope of reference in this case and need not to be discussed and answered here. It is settled law that the jurisdiction of the Labour Court/Tribunal is limited to the points specifically referred and matter incidental thereto. Since the scope of its jurisdiction and power of the tribunal is circumscribed by the order of reference, it is not permissible for it to go beyond the term of the reference. Therefore, the issue is decided against the petitioner.

ISSUE NO. II: -

In view of discussion and finding given at ISSUE No. I, Petitioner claim statement sans merit and liable to be dismissed. Petitioner is not entitled to any relief.

AWARD

The action of management of Airport Authority of India, Hyderabad, in connection with the transfer of workman, Shri Mohd Gouse Senior, Senior Assistant Lift and Branch Secretary Airport Authority of India Worker Union, Hyderabad, from Hyderabad to Rajahmundry is held legal and justified. Petitioners claim statement sans merit hence dismissed. The reference is answered accordingly.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and signed by me on this 9th day of December 2025.

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, 4 मई, 2026

का.आ. 820.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड, गुजरात रिफाइनरी; मेघा इंजीनियरिंग एंड इंफ्रास्ट्रक्चर लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री सुल्तान राणा और 9 कार्यकर्ता, सी/ऑफ परिवर्तन मजदूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेंस नं.- 55/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-21]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 820.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 55/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Ltd., Gujarat Refinery; Megha Engineering & Infrastructure Ltd. and Shri Sultan Rana & 9 workers C/o Parivartan Mazdoor Sangathan** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/04/2026-(IR(M)-21]

SALONI, Dy. Director

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 09th March, 2026

Reference (CGITA) No. - 55/2025

1. The Executive Director,
Indian Oil Corporation Ltd., Gujarat Refinery,
Koyali, Vadodara – 390019
2. The Director,
Megha Engineering & Infrastructure Ltd.,
S-2, Technocrats Industrial Estate, Balanagar,
Hyderabad - 500034

..... First Party

V/s

Shri Sultan Rana & 9 workers,
C/o Parivartan Mazdoor Sangathan,
Ff – 12, Divya Plaza, Opp. Kamala Nagar Talav,
Ajwa Road, Vadodara - 390019

.....Second Party

For the First Party : None

For the Second Party : Shri Gulab Pargi

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No. BRC/RLC/8(28)/2025 dated 28.11.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the employer M/s Megha Engineering & Infrastructure Limited, (a contractor of M/s Indian Oil Corporation Ltd., Gujarat Refinery, Vadodara) in terminating and not re-instating workmen namely Shri Kukreshi Abbasbhai, Ikbali Rathod, Moin Rana, Patel Sunil Kumar, Sultan Rana, Ajaybhai Parmar, Jagadishbhai Chauhan, Kureshi Sirajuddin, Kureshi Mahmad Mubin and Kuresh Nashirnbhai in service is legal, proper and justified? If not, what relief the concerned workman is entitled for?”

1. The reference was received on Samadhan Portal and downloaded on 16.12.2025. The case is listed for filing of statement of claim by the second party union / workman.
2. The matter is taken up today. Shri Gulab Pargi, President, Parivartan Mazdoor Sangathan, submitted a withdrawal application Ex. 3 along with authorisation of 1 workman and list of all 10 workmen to withdraw the case mentioning that there is no dispute or conflict is pending between the parties.
3. The application Ex. 3 is allowed. As the second party has withdrawn his case / claim, it is established that there is no dispute pending from the second party against first party management.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 मई, 2026

का.आ. 821.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड, गुजरात रिफाइनरी; मेघा इंजीनियरिंग एंड इन्फ्रास्ट्रक्चर लिमिटेड के प्रबंधन के संबंध में नियोजकों और श्री नरेंद्र जेशभाई चौहान और 11 कार्यकर्ता, सी/ऑफ़ परिवर्तन मजदूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेंस नं.- 52/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-22]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 821.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 52/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Ltd., Gujarat Refinery; Megha Engineering & Infrastructure Ltd.** and

Shri Narendra Jeshbhai Chauhan & 11 workers, C/o Parivartan Mazdoor Sangathan which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/04/2026-(IR(M)-22]

SALONI, Dy. Director

ANNEXURE

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 09th March, 2026

Reference (CGITA) No. - 52/2025

1. The Executive Director,
Indian Oil Corporation Ltd., Gujarat Refinery,
Koyali, Vadodara – 390019

2. The Director,
Megha Engineering & Infrastructure Ltd.,
S-2, Technocrats Industrial Estate, Balanagar,
Hyderabad - 500034

..... First Party

V/s

Shri Narendra Jeshbhai Chauhan & 11 workers,
C/o Parivartan Mazdoor Sangathan,

Ff – 12, Divya Plaza, Opp. Kamala Nagar Talav,

Ajwa Road, Vadodara - 390019

.....Second Party

For the First Party : None

For the Second Party : Shri Gulab Pargi

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No. BRC/RLC/8(17)/2025 dated 28.11.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of the employer M/s Megha Engineering & Infrastructure Limited, (a contractor of M/s Indian Oil Corporation Ltd., Gujarat Refinery, Vadodara) in terminating and not re-instating workman Shri Narendra Jashubhai Chauhan in service is legal, proper and justified? If not, what relief the concerned workman is entitled for?”

1. The reference was received on Samadhan Portal and downloaded on 16.12.2025. The case is listed for filing of statement of claim by the second party union / workman.
2. The matter is taken up today. Shri Gulab Pargi, President, Parivartan Mazdoor Sangathan, submitted a withdrawal application Ex. 3 along with authorisation of 5 workmen and list of all 12 workmen to withdraw the case mentioning that there is no dispute or conflict is pending between the parties.

3. The application Ex. 3 is allowed. As the second party has withdrawn his case / claim, it is established that there is no dispute pending from the second party against first party management.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 मई, 2026

का.आ. 822.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड, गुजरात रिफाइनरी; मेघा इंजीनियरिंग एंड इन्फ्रास्ट्रक्चर लिमिटेड के प्रबंधन के संबद्ध नियोजकों और श्री प्रितेश राणा और अन्य दस कार्यकर्ता, सी/ऑफ़ परिवर्तन मजदूर संगठन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स न.- 54/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-23]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 822.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 54/2025) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Ltd., Gujarat Refinery; Megha Engineering & Infrastructure Ltd. and Shri Pritesh Rana and Other Ten Workers C/o Parivartan Mazdoor Sangathan** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/04/2026-(IR(M)-23]

SALONI, Dy. Director

ANNEXURE

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 09th March, 2026

Reference (CGITA) No. -54/2025

1. The Executive Director,
Indian Oil Corporation Ltd,
Gujarat Refinery Vadodara, Koyali-391320
2. The Director, M/s. Megha Engineering & Infrastructure Ltd.
S-2, Technocrats Industrial Estate,
Balanagar, Hyderabad-500037

..... First Party

V/s

Shri (s) Pritesh Rana and Other Ten Workers

C/O Parivartan Mazdooor Sangathan,

Ff-12, Divya Plaza, Opp. Kamala Nagar Talav,

Ajwa Road, Vadodara - 390019

.....Second Party

For the First Party

: None

For the Second Party

: Shri Gulab Pargi

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No.BRC/RLC/8(21)/2025 dated 28.11.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the action of employer M/s. Megha Engineering & Infrastructure Limited, (a contractor of M/s Indian Oil Corporation Ltd, Gujarat Refinery, Vadodara) in terminating and not re-instating workmen Shri(s) Priteshkumar Rana, Ronak Parmar, Sahil Parmar, Jadav Jigar, Parmar Dharmesh, Narasinhbhai, Kanubhai Jadav, Dineshbhai Chandel, Rajeshkumar Ravat, Vinodkumar Makwana and Ranjithbhai Makwana in service is legal, proper and justified? If not, what relief the concerned workman are entitled for?”

1. The reference was received on Samadhan Portal and downloaded on 16.12.2025. The case is listed for filing of statement of claim by the second party union / workman.
2. The matter is taken up today. Shri Gulab Pargi, President, Parivartan Mazdoor Sangathan, submitted a withdrawal application Ex. 3 along with authorisation of 11 workmen to withdraw the case mentioning that there is no dispute or conflict is pending between the parties.
3. The application Ex. 3 is allowed. As the second party has withdrawn his case / claim, it is established that there is no dispute pending from the second party against first party management.
4. It is therefore just & proper to pass an award considering “no dispute” between the parties.
5. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI , Presiding Officer (I/c)

नई दिल्ली, 4 मई, 2026

का.आ. 823.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ ऑपरेशन मैनेजर एंड लेबर कांट्रैक्टर के प्रबंधन के संबद्ध नियोजकों और नेशनल लेबर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेन्स नं.- 27/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-24]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 823.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 27/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Chief operation manager and labour contractor** and **National Labour union** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/04/2026-(IR(M)-24]

SALONI, Dy. Director

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 09th March, 2026**Reference (CGITA) No. - 27/2025**

Chief operation manager and labour contractor,

Ahmedabad

..... First Party

V/s

National Labour union,

Sarathi Comp nd Floor N H No Jashida Cross Rd Ahmedabad,

Ahmedabad, Gujarat – 382445

.....Second Party

For the First Party

: None

For the Second Party

: None

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No. ALC/ADI/8(25)/2024 dated 12.09.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of National Labour Union, Ahmedabad for reinstatement of services with all consequential benefits to Shri Parmar Pravinkumar Govindbhai, Security Guard and 5 other Security Guards (Annexure D) engaged by Indian Oil Corporation Ltd. Bareja Terminal, Ahmedabad through Contractor M/s. Manish Pandey Security Services through is fair, legal and justified? If so, what relief workmen are entitled to?

1. The reference was received on Samadhan Portal and downloaded on 12.11.2025. The case is listed for filing of statement of claim by the second party union.
2. As the reference was received on Samadhan Portal, it is pre-assumed that the reference has also been received by the respective parties through Samadhan Portal.
3. A period of more than three months has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Government.
4. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
5. It is therefore just & proper to pass an award considering “no claim” filed by the second party.
6. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 मई, 2026

का.आ. 824.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चीफ ऑपरेशन मैनेजर एंड लेबर कांट्रैक्टर के प्रबंधन के संबद्ध नियोजकों और नेशनल लेबर यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद, पंचाट (रिफरेंस न.- 28/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-25]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 824.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 28/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Chief operation manager and labour contractor** and **National Labour union** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/04/2026-(IR(M)-25]

SALONI, Dy. Director

ANNEXURE

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

Present....

Radha Mohan Chaturvedi,

Presiding Officer (I/c),

CGIT-cum-Labour Court,

Ahmedabad

Dated 09th March, 2026**Reference (CGITA) No. - 28/2025**

Chief operation manager and labour contractor,

Ahmedabad

..... First Party

V/s

National Labour union,

Sarathi Comp nd Floor N H No Jashida Cross Rd Ahmedabad,

Ahmedabad, Gujarat – 382445

.....Second Party

For the First Party

: None

For the Second Party

: None

AWARD

The Dy. Chief Labour Commissioner, O/o Dy. CLC (C), Ahmedabad, have in exercise of powers conferred by sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 of the Central Government and delegated to the Dy. Chief Labour Commissioner in pursuance of the notifications of the Government of India, Ministry of Labour and Employment, published in the Gazette of India, Extraordinary Part II, Section 3, Sub-section (ii) vide S.O. 1262 (E) and 1263 (E) dated 17.03.2023, referred the below mentioned dispute vide reference adjudication Order No .ALC/ADI/8(28)/2024 dated 12.09.2025 for adjudication to this Tribunal.

SCHEDULE

“Whether the demand of National Labour Union, Ahmedabad for reinstatement of services with all consequential benefits to Shri Patel Pinakin Vitthalbhai, Security Guard and 4 other Security Guards (Annexure D) engaged by Indian Oil Corporation Ltd. Bareja Terminal, Ahmedabad through Contractor M/s. Manish Pandey Security Services through is fair, legal and justified? If so, what relief workmen are entitled to?

1. The reference was received on Samadhan Portal and downloaded on 12.11.2025. The case is listed for filing of statement of claim by the second party union.
2. As the reference was received on Samadhan Portal, it is pre-assumed that the reference has also been received by the respective parties through Samadhan Portal.
3. A period of more than three months has been elapsed but none has appeared and filed the statement of claim as directed and expected by the Government.
4. In considered opinion of this Tribunal, it is established that either the claimant of this dispute is not interested to prosecute the claim or the said dispute is no more in existence.
5. It is therefore just & proper to pass an award considering “no claim” filed by the second party.
6. The award is passed as above. The award be sent for publication U/s 17(1) of Industrial Disputes Act, 1947.

RADHA MOHAN CHATURVEDI, Presiding Officer (I/c)

नई दिल्ली, 4 मई, 2026

का.आ. 825.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और असम पेट्रोलियम मज़दूर संघ के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी, पंचाट (रिफरेन्स न.- 13/2011) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. एल-30011/12/2011-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 825.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 13/2011**) of the **Central Government Industrial Tribunal cum Labour Court, Guwahati** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Ltd.** and **Assam Petroleum Mazdoor Union** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. L-30011/12/2011-(IR(M))]

SALONI, Dy. Director

ANNEXURE

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

PRESENT: Smt. Indira Barman, M.A., LL.B.,
Presiding Officer,
CGIT-cum-Labour Court, Guwahati.

REFERENCE CASE NO. 13 of 2011.

PARTIES: The Secretary, Assam Petroleum Mazdoor Union, GNB Road, Abiram House, Narangi, Guwahati-781003.**Workmen/Union.**

-vs-

The General Manager, Indian Oil Corporation Ltd., NEISO, East Point Tower, Bamunimaidan, Guwahati-781021 and Sri B. Thosam

Chaliha, Guwahati POL Transport Contractor & other contractors, dealers, Distributors of IOCL, NEISO, 88 Pub Sarania Road, Chandmari, PO- Silpukhuri, Guwahati-781003.

..... **Management/Contractor/Employer.**

REPRESENTATIVES:

For the Workmen/Union	: Mr. A. Dasgupta, Sr. Advocate
For the Management of IOCL.	: Mr. Dilip Dey, Ld. Advocate.
For the Contractors	: Mr. Ranjan Sarma, Ld. Advocate.
	: Ms. M. Paul, Ld. Advocate
For the Contractor M/s Nanesh Trading Pvt.	: Ms. Krishna Devi, Ld. Advocate
For the Contractor M/S Chandmal Serawgi & Co.	: Mr. Amit Jain, Ld. Advocate

INDUSTRY : Indian Oil Corporation Ltd.

STATE : Assam.

Date of Award : 05-02-2026.

AWARD

Case is fixed up today during special campaign for disposal of old cases. As per last order dated 18-12-2025, fresh notice was issued to the workmen/Union as per recorded address under Speed post informing them that the case is fixed up today i.e. 05-02-2026 and as per the postal track consignment, notice was delivered to the workman/union on 01-01-2026 but today also the workmen/Union is remained absent till 2.20 p.m. Mr. Dilip Dey, learned Advocate for the Management of IOCL, Guwahati is present. The Suppliers/Contractors viz. M/S B. Thomas Chaliha & other contractors, dealers, Distributors of IOCL, NEISO, Guwahati are appeared through Ms. M. Paul, Ld. Advocate. The Contractor viz. M/S Nanesh Trading Pvt. Ltd. & M/S Chandmal Serawgi & Co. are absent without any step.

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, Ministry of Labour and Employment has referred the schedule dispute to this Tribunal through the Deputy Chief Labour Commissioner (Central), Guwahati, by Order No. L-30011/12/2011-IR (M) dated 21-07-2011 for adjudication.

On receiving Order No. L-30011/12/2011-IR (M) dated 21-07-2011 from the Under Secretary, IR(M), Government of India, Ministry of Labour and Employment, New Delhi **Reference case No. 13 of 2011** was registered on 10-08-2011 and an order was passed issuing notice to the parties, directing them to appear and submit their written statements along with relevant documents in support of their claims.

SCHEDULE

“Whether the notice of Strike of APMU dated 15/6/2010 on the General Manager, IOCL, NEISO, Guwahati is proper? If so, whether the 6 points demands contained in APMU letter No.APMU/HO/151/2009 dated 25-05-2010 is justified? If so what relief the contract labour are entitled to?”

The workmen represented by the Secretary, Assam Petroleum Mazdoor Union, Guwahati Sri Ramen Das submitted the Written Statement on behalf of the Union stating that the workmen were engaged by the agents/transporters of Indian Oil Corporation Oil India Ltd., Numuligarh Refineries, Hindustan Petroleum Corporation Ltd., Bharat Petroleum Corporation Ltd., and as such they are the contract labourers of the Principal Employer i.e. Indian Oil Corporation Oil India Ltd., Bharat Petroleum etc. The present workmen were engaged in different petrol pumps owned by Indian Oil Corporation and the employees of transporters carrying petroleum products including Gas cylinders of Indian Oil Corporation. It is stated that the petrol pumps of IOC, engaging different employees, are of two groups one A side group petrol pump being operated by direct supervision of Indian Oil Corporation and the another group of petrol pump is B side petrol pump where the dealers have absolute control over their employees. All those employees of A and B side group are engaged for supply of different petroleum products manufactured by Indian Oil Corporation. It is stated that the present workmen are the employees of the Contractor/dealer of Indian Oil Corporation and as such they are contractual labour, the Oil companies are the principal employer and dealers or transports so engaged by the Indian Oil Corporation is contractor. It is submitted that the concerned workers are not secured by Provident Fund, Employees State Insurance benefit etc and the wages paid to them by the dealers of different Oil companies are far below the prescribed rate of wages as availed by other contract labourers of Oil India Ltd., Indian Oil Corporation, Oil and Natural Gas Corporation Limited etc. It is submitted that in course of carrying of petroleum products including Gases, the workers have to face different situation such as high jack of vehicle and killing of drivers or handyman and in such situation the legal heirs of those employees do not even get financial help to maintain their livelihood. It is further stated that when petroleum products are loaded at the concerned loading centre, the tanker remains locked and the concerned key is kept in the loading centre itself and the transporter carries petroleum products from the loading centre and delivers the same at the concerned petrol pump, in which process, the employees have no control over the quality or quantity of the petroleum products carried through the tankers. It is stated that when a tanker reached the petrol pump, it is unlocked through a master key kept in the petrol pump. But if it is found that there is shortage in the quantity of the Petroleum

Products or deficiency in its quality, the transporter is made responsible for the same by the authorities of the concerned petrol pump. In that case due deduction is made by the Pump authorities from the bill amount payable to the transporter for carrying petroleum products from the loading centre to petrol pump and in turn the transporter used to deduct the said amount from its employees engaged in the Oil tanker causing harassment to those employees. Though the Union tried to resolve the problems but failed. Hence, the Union submitted six points charter of demands on 16-12-2008 i.e. (i) to enhance monthly wages to minimum ₹ 10,000/- to the workers, (ii) for payment of bonus and other benefits like provident fund, gratuity, ESI (iii) testing of marker to be done at the time of loading and delivery of products and certificates should be given immediately (iv) that tanker drivers will not be made responsible for any shortage of products, (v) payment of compensation for accident or attack by antisocial elements in course of duty and (vi) that Oil companies should take responsibility for payment of wages and other benefits to the workers.

It is further stated by the Union in the written statement that in regard to the aforesaid demands, the Management of different Oil companies did not pay any heed to it and hence the Union had to issue strike notice on 15-06-2010 to the various oil companies supplying petrol and Gas to the petrol pump and Gas distribution centres for not settling the six points demands charter on the issue of revision of wages and other benefits for the workers engaged in Gas/Oil tankers, Petrol pumps, Gas agencies and cylinder carrying trucks. Rather the management adopted a policy of victimization to the members of the Union. It is submitted in the written statement that the dealers of North Lakhimpur and Dhemaji restored to harassment on tanker drivers, but Management instead of taking step black listed the Tankers whimsically. Hence the members of the Union issued strike notice that they would boycott loading and unloading of IOCL's products from 5 a.m. on 1st July, 2010 to 9 a.m. of 5th July, 2010 demanding settlement of their demand charter. It is stated that on issuance of strike notice, notice of conciliation was issued on 30-06-2010 but in spite of conciliation proceeding, the dispute was not settled and accordingly submitted failure report u/s 12 (4) of the Industrial Dispute Act, 1947 and sent the same before this Court for adjudication as to whether the notice of strike dated 15-06-2010 is proper and if so, whether the six points demands dated 25-05-2010 is justified. Therefore, prayed to pass award directing the Management to take steps for implementation of the six points demands.

Later on, Union also filed additional written statement stating that the employees employed by the agents of I.O.C., called as dealers, contractors agents of IOC should be considered as the contract labour of I.O.C. Limited; they should be given the minimum wages of ₹ 10,000/- ; provisions of Provident Fund, benefits of ESI for the workmen are to be ensured; some measures should be taken that the truck drivers will not be responsible for any shortage of products and testing markers should be done at the time of loading and delivery of products and certificate should be issued immediately. It is stated that the strike was intervened by the authorities of Assam State Labour Commissioner and as the matter pertains to Govt. of India, it was sent to Central Labour Commissioner. It is averred that as the business of different Oil sectors were affected, the Management of I.O.C. participated in conciliation proceeding before Regional Labour Commissioner (Central) . As such it can be presumed that Indian Oil Corporation Limited represented their dealers i.e. petrol pump owners, tanker owners, LPG Gas Agencies etc. So, the present dispute is between different agents of IOCL and their workers is an Industrial Dispute but the conciliation failed. It is submitted that the present Industrial Dispute between the workers of different agents of IOC Limited and their employers represented by IOC is maintainable. It is further submitted by the Union in the additional written statement that the relation between IOC Limited and the workers employed by their agents is in existence in as much as the IOC Limited can direct its agent not to engage any particular workman who, in their opinion, does not fulfill the requisite standard of work. It is stated that on different occasions the wages payable to the employees of the dealers and agents were fixed through conciliation agreement where IOC (AOD) Limited was a party to the conciliation. The strike notice, in dispute here, was also served on the IOC Limited, the copies of which were sent to the respective dealers and contractors, and as such present dispute is maintainable.

The Management of Indian Oil Corporation Ltd., (here in after called as IOC) submitted written statement stating inter alia that since there is no relationship of employer and employee between IOC and the claimants, this Tribunal has no jurisdiction to adjudicate the issue of reference. They denied that A Site outlets are operated on direct supervision of IOC or that the dealers selling therefrom are to perform their duties according to the day-to-day direction of IOC. The answering Management denied that the relationship between IOC and dealers is that of principal employer and contractor and also denied that the employees of the dealers are contract labour in relation to IOC. It is stated that IOC does not involve in any way in negotiations or settlements relating to wages of the employees of Dealers or Carriers and IOC is not a party to settlement of wages of contract labour. The answering opposite party submitted that IOC is not responsible for the quantum of wages paid by the Dealers to their employees or for their benefit, however the agreement in standard form between IOC and the carriers requires the carriers to observe all health and safety measures in force from time to time. It is stated that I.O.C. never received letter dated 16-12-2008 and I.O.C. not being employer of the claimants did not respond to their claims, and not having any relationship either of employer and employee or of principal employer and contract labour between IOC and the persons engaged by the dealers and carriers, the claims of the Union cannot be granted. Hence, prayed to dismiss the case of the claimants.

The transport contractor M/S Nanesh Trading Private Limited submitted its written statement stating inter alia that he is a transport contractor for the works of Management (IOC) on contract basis. It is stated by the answering opposite party that as the workers were engaged to do the work of IOC, hence IOC is the authority to fix the wages,

bonus, provident fund, and all other benefits for workmen and as such the answering contractor has no liability upon the workmen who engaged for IOC. It is stated that the IOC is management authority of the workers who worked for it and as such the workers under Contractor are said to be employees of I.O.C. and the present Contractor is not a necessary party in the present case.

The transport contractor M/s Chandmall Sarawgi & Co submitted written statement submitting that the present reference case is bad for non-joinder of necessary party i.e. all the dealers and contractors of I.O.C. working in Assam. The answering opposite party submitted that the claim of the workmen is highly exorbitant as the only source of income of the contractors is the commission payable by the I.O.C. to the contractors and in respect of other claims of the workmen regarding payment of bonus and other benefits, the answering opposite party is complying also statutory provisions. It is stated that employees are responsible for all losses during transit except force majors as the employee's taking delivery from the depot are responsible to deliver the same to the destination and it is the transporter who suffers the loss for no fault of their own.

The opposite parties suppliers/contractors Bidhan Kumar Das, Tarani Kanta Dutta, M/s Radheshyam Dhunaka, Jyoti Service Station, N.K. Hazarika, M/s Agarwala Barua and Co., Iada Refill Centre Mawryngkheng, Dey's Service Station, opposite party M/s Anu Chakrabarty, opposite party B. T. Chaliha, Rama Kant Giri, Samarendra Nath Das, Bhagwan Adinath Bulk Carriers, Janusa Auto Service, Manoj Jain, Sudhir Carrier, Sumit Kumar Sogani, Danmal Sogani & Sons, Jaintia Oil Agency, Jaintia Auto Agency, Nongtdu Service Station, Dhar Service Station, Lumshnong Service Station, Raj Filing Centre, Shallam Syngkon, Rabin Deka, Thakuria Brother, G.S. & Co., Perfect Service Station, Eastern Commerce, Urvasi Auto Service, Ashim Hazarika, Ashim Chakravorty, Somen Maitra, Subir Maitra, Nawab Lal Yadav, United Hills Super Service Station, Arun Barpatra Gogoin, Ashok Auto Trader, Upendra kumar Dutta, Jyoti Prasad Lama, Dharmeswar Bailong, Tilak Dutta, Baby Chaudhury, M/s Bhattacharjee Brothers, M/s Ali Brothers, M/s Tarun Ch Baruah, Dipu Service Station, Bajrang Lal Ray, M/s. Mamang Borang, Opposite parties Rakhal Ch Das, Bhadreswar Talukadar, Shiv Shakti Carries, Suresh Kumar Dutta, and opposite parties Manoj Carrier, M/s Kargil Martyrs Service Station filed their written statement respectively in the same tune that there is no cause of action against the answering opposite parties, the reference is bad on account of mis-joinder/non-joinder of necessary parties for not making party the dealers, distributors and transport contractors who's right and interest are likely to be affected by the outcome of this case and that the reference is not maintainable in Law as well as in fact. It is stated that the answering contractors/suppliers are providing all the benefits to the workers according to their entitlement. It is stated that in this case the answering contractors/suppliers are not involved in the dispute as the Union never raised any demands against them and as such, they are not necessary party to this dispute. As regards to the schedule of dispute, the answering contractors/suppliers, submitted that the demand of the Union for minimum wages of ₹ 10,000/- is unreasonable. They submitted that some of the contractors/suppliers/tanker owners had not been able to pay/clear the wages to their workers due to their poor earning for minimum and irregular utilization of their oil tankers by the Oil company. As regards to demand for payments of bonus and other benefits, it is answered that they have been paying all the benefits duly in time except the workers who are engaged considering the volume of their business operation as they were not entitled to receive the same as per rules. With regards to testing of marker on loading and delivery of product, the answering contractors/suppliers submitted that the issue relates to decision of the Management of the Oil company for ensuring correct quality of their products, but it should be carried out in due time and due manner so that no harassment is caused to innocent workers. Regarding responsibilities of drivers and cleaners with regard to product shortage, the answering opposite parties categorically stated that though the petroleum products are transshipped through oil tankers under Lock and key, product shortage, if any, found in delivery of the petroleum product are always deducted by the Oil Company from the transportation bills payable to the contractor/suppliers, who, in turn, recover the same from the guilty drivers and cleaners and as such calling for strike by the Union on unjustified demand without correcting their own mistakes i.e. acknowledging false shortage by putting their signatures on invoice cum challan, was not proper. The abovementioned answering opposite parties further submitted that as regards the demand for payment of compensation for accident or attack by anti-social elements in course of duty, the transport contractor have comprehensive/liability insurance for their vehicle as well as for the crew members and they are always ready to give the legitimate due to the workers, following due procedure of law. As regards the demand that Oil company should take the responsibility for payment of wages and other benefits to the workers, the answering opposite parties replied that in the instant case, not having requisite member of workers in their establishment and because of the nature of job performed by them, payment being made by the contractors to their workers, demand for paying wages and benefits by the Oil company does not arise. It is further submitted by the answering Opposite party that notice of strike dated 15-06-2020 issued by APMU was uncalled and demands made thereunder was not tenable in law. In this premise the answering opposite parties prayed to dismiss the case.

Sri Ramen Das, the General Secretary, Assam Petroleum Mazdoor Union, Guwahati filed his evidence on affidavit as workmen witness-1 reiterating the same facts as narrated in their written statement.

Workmen witness-2 Sri Nipen Das working as the petrol pump operator in Nava Service Station, Zoo Road, Guwahati, a Group-A side petrol pump, as well as one of the members of Assam Petroleum Mazdoor Union also filed his evidence in chief on affidavit alleging depriving basis amenities as ensured by different labour legislations, not providing Provident Fund, Employees State Insurance benefits etc. and paying less than the minimum wage at

prescribed rate and prayed to direct I.O.C. to ensure the implementations of different labour welfare legislations and to ensure that the wages paid to the employees employed in different petrol pumps, oil tankers, gas tankers etc. at par with other contract labourers of Indian Oil Corporation, Oil and Natural Gas Corporation Ltd. etc.

Evidence of workmen witness-2 is fully corroborated by workmen witness No.3 Sri Sujit Kumar one of the pump operators in New Energy Station, Jorabat, Meghalaya.

Workmen witness No.4 Sri Arjun Kumar Katel and workmen witness-5 Sri Narayan Chetry the drivers of Oil Tankers for carrying petroleum products to different petrol pumps owned by the Indian Oil Corporation who are also members of Assam Petroleum Mazdoor Union in their evidence-in-chief on affidavit stated categorically that they were engaged through transporter so engaged by I.O.C. and as such the workmen of this Industrial Dispute may be called as contract labour, consequently the I.O.C. is principal employer and dealer or transporter so engaged by the Indian Oil Corporation are contractors. They further stated in their evidence on affidavit that they are engaged in dangerous occupation and have to face different situation but those workers are not compulsorily ensured by the Principal Employer or by the Contractor and are deprived of their basis amenities as per labour legislations for which the Union submitted six points charter of demands on 16-02-2009 to the concerned authority.

In this case, the workmen/Union submitted evidence on affidavit of five witnesses in support of their claim statement but lateron they failed to appear for cross examination. Record reveals that the case is pending for cross examination of workmen witnesses since 25-09-2019, and since 20-10-2022 the workmen remained absent without any step. Even on receipt of fresh notice on 01-01-2026, the workmen did not appear today i.e. on 05-02-2026 when the case is taken in special campaign. Thus it appears that inspite on giving several opportunities, the workmen witnesses did not turn up for cross examination. Hence their evidence, can not be considered in deciding the dispute in issue.

Thus, it is abundantly clear that the workmen/Union are not interested to proceed with the case. I find that the Union/workmen failed to establish their case. The Industrial Dispute is therefore disposed of without any relief. Let a no relief award be drawn up.

ORDERED

The Industrial dispute is dismissed. Let a no relief Award be drawn up. Copies of the Award in duplicate be sent to the appropriate Government, as per procedure.

INDIRA BARMAN, Presiding Officer

नई दिल्ली, 4 मई, 2026

का.आ. 826.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स चौधरी एंटरप्राइजेज के प्रबंधन के संबद्ध नियोजकों और श्री भारत भूषण के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली, पंचाट (रिफरेन्स न.- 246/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 04.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-26]

सलोनी, उप निदेशक

New Delhi, the 4th May, 2026

S.O. 826.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 246/2015) of the **Central Government Industrial Tribunal cum Labour Court-1, New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Ltd; M/s Chaudhary Enterprises** and **Shri Bharat Bhushan** which was received along with soft copy of the award by the Central Government on 04.05.2026.

[No. Z-16025/04/2026-(IR(M)-26]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT DELHI - 1,
NEW DELHI.

ID No. 246/2024

Shri Bharat Bhushan S/o Late Shri Balwant Singh through General Secretary, Delhi Karamchari Sangh (Regd.) W-4,
Opposite Kalkaji Bus Depot, Govind Puri, New Delhi-110019.

...Claimant

Versus

1. The General Manager, Indian Oil Corporation Ltd., Marketing Division, Bijwasan, Delhi-110061.
2. The Proprietor, M/s Chaudhary Enterprises, 2A/3 Chandrapuri Colony, Dhooli Pyau, Mathura, Uttar Pradesh-281001.

...Management

AWARD

1. In the present case, a reference was received from the appropriate Government vide letter No-ND-25/I-56/2024-IR dated 23.08.2024 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

The Schedule

'Whether the services of workman Shri Bharat Bhushan S/o Late Shri Balwant Singh have been terminated illegally and/or unjustifiably w.e.f. 01.10.2023 by the management of M/s Chaudhary Enterprises contractor of M/s Indian Oil Corporation Ltd., New Delhi? If so, then what relief the workman concerned is entitled to and what directions are necessary in this regard?'

Shri Bharat Bhushan Vs. The General Manager, Indian Oil Corporation Ltd. & anr.

2. In the endorsement made in reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within fifteen days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. In pursuance to the notices sent, none appeared on behalf of the claimant. No claim statement was filed on behalf of workman despite repeated adjournments. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. In these circumstances, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Date: 02.03.2026

AJAY KUMAR JAIN, Presiding Officer

नई दिल्ली, 5 मई, 2026

का.आ. 827.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (77/2023) प्रकाशित करती है।

[सं. एल-39025/01/2026-आईआर(बी-II)-43]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 827.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 77/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur*

as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen.

[No. L-39025/01/2026- IR(B-II)-43]

SALONI, Dy. Director

ANNEXURE
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR [M.P.]

NO. CGIT/LC/ R/77/2023

Present: P.K.Srivastava

H.J.S.(Retd.)

**Madhya Pradesh Bank Karmchari Sangh Indore,
6/a Vaishali Nagar Indore,
Indore (M.P.)-452009**

Workman

V/s

**Union Bank Bhawan,
Zalariya**

Management

(JUDGMENT)

(Passed on this 12th day of February, 2026)

As per letter dated **03/11/2023** by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the '*Act*') as per Notification **No. RLC-7(11)/2023** dt. **03/11/2023**. The dispute under reference relates to:-

"Whether the action of the management of Union Bank of India, to terminate the services of the workman Shri Gopal Singh Chauhan is justified? If not what relief the workman is entitled for?"

After registering the case on the basis of reference, notices were issued to the parties. The Union appeared and filed its statement of claim through its representatives. The Learned Counsel for the management Bank also appeared and filed Vakalatnama on his behalf, Application from the Union side u/s 36(4) of the Act was filed and allowed after hearing thereafter, none appeared from the Bank. No written statement was filed vide order dated 08.07.2025, the Reference proceeded *ex-parte* against the Bank.

In evidence, the workman union filed affidavit and enquiry documents as per list. I have heard argument of Union Representative Mr. Shrikant Sahastrabuddhey and have gone through the record. The Union Representative has filed written submission also which is on record.

The case of the workman is mainly that while he was in employment of Bank, he was issued a memo of charges on 16.10.2019 leveling certain allegations of misconduct against him. He submitted his reply to the charges on 30.10.2019. The Bank conducted enquiry with respect to the charges on 07.12.2020. The charges could not be proved. The Bank again issued a letter, it was received by the workman on 12.03.2021 stating that the enquiry conducted against him was canceled due administrative reasons and new enquiry will be conducted. Thereafter, the management conducted an enquiry and terminated the workman on the basis of enquiry report which is against the Bipartite Settlement and Shastri Award applicable to the parties in this respect because no second enquiry can be conducted on the basis of same charges. The Union has prayed that holding the second enquiry and enquiry report as well punishment order on the basis of enquiry report is vitiated in law, the workman be reinstated with back-wages and benefits.

In evidence, the workman union filed his affidavit of the workman which is uncontroverted and also the documents with respect to enquiry which are charge-sheet, enquiry proceedings, brief submitted by Presenting Officer, Reply of the workman, Letter from the Bank that the enquiry is cancelled due to administrative reasons, Reply of the workman, proceedings of the second enquiry and Termination letter.

The written submission have also been filed in addition which are part of record. I have gone through the written submission as well the record.

Perusal of record and affidavit reveals, that the charge which was leveled against the workman vide charge sheet dated 26.06.2020 was that he had two PAN cards in his name, also that his class 10th mark-sheet for the year 2011 was false and forged, he had four driving licenses with different date of births, he had more than one Voter Card and Adhar Cards with different date of births, as this action is misconduct by way of willfully furnishing false information with respect to his qualification at the time of his appointment.

Case of the workman is that the first enquiry was conducted, but before the Enquiry Officer submitted enquiry report, the Disciplinary Authority cancelled the enquiry and ordered a fresh enquiry. According to the workman union fresh enquiry could not be conducted hence, the second enquiry which was conducted afresh is vitiated in law. Consequently, the punishment is also vitiated in law.

The relevant provisions of Bipartite Settlement, applicable in the case in hand in this respect are being reproduced as follows:-

“DISCIPLINARY ACTION AND PROCEDURE THEREFOR—

19.1. In supersession of paragraphs 18.20, 18.24 and 18.28 of the Desai Award, a person against whom disciplinary action is proposed or likely to be taken shall in the first instance, be informed of the particulars of the charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final orders shall be passed after due consideration of all the relevant facts and circumstances. With this object in view, the following shall apply.

19.2. By the expression “offence” shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law.

19.3. (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.

(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 19.6 below.

(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months’ pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so direct.

(d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set below in Clauses 19.11 and 19.12 infra relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months’ pay and allowances in lieu of notice, as directed above.

19.4. If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence. the management may then deal with him as if he had committed an act of “gross misconduct” or of “minor misconduct”, as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or come to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 19.11 and 19.12 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such periodn the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months’ pay and allowances in lieu of notice as provided in Clause 19.3 supra. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 19.3 above shall apply.

19.5. By the expression “gross misconduct” shall be meant any of the following acts and omissions on the part of an employee:

(a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;

(b) *unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;*

(c) *drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank;*

(d) *willful damage or attempt to cause damage to the property of the bank or any of its customers;*

(e) *willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;*

(f) *habitual doing of any act which amounts to “minor misconduct” as defined below, “habitual” meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;*

(g) *willful slowing down in performance of work;*

(h) *gambling or betting on the premises of the bank;*

(i) *speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;*

(j) *doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;*

(k) *giving or taking a bribe or illegal gratification from a customer or an employee of the bank;*

(l) *abetment or instigation of any of the acts or omissions above-mentioned.*

19.6. *An employee found guilty of gross misconduct may :*

(a) *be dismissed without notice; or*

(b) *be warned or censured, or have an adverse remark entered against him; or*

(c) *be fined; or*

(d) *have his increment stopped; or*

(e) *have his misconduct condoned and be merely discharged.*

19.7. *By the expression “minor misconduct” shall be meant any of the following acts and omissions on the part of an employee:*

(a) *absence without leave or overstaying sanctioned leave without sufficient grounds;*

(b) *unpunctual or irregular attendance;*

(c) *neglect of work, negligence in performing duties;*

(d) *breach of any rule of business of the bank or instruction for the running of any department;*

(e) *committing nuisance on the premises of the bank;*

(f) *entering or leaving the premises of the bank except by an entrance provided for the purpose;*

(g) *attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;*

(h) *holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;*

(i) *canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;*

(j) *failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behaviour while on “duty”;*

(k) *marked disregard of ordinary requirements of decency and cleanliness in person or dress;*

(l) *incurring debts to an extent considered by the management as excessive.*

19.8. *An employee found guilty of minor misconduct may :*

(a) *be warned or censured; or*

(b) have an adverse remark entered against him; or

(c) have his increment stopped for a period not longer than six months.

19.9. A workman found guilty of misconduct, whether gross or minor, shall not be given more than one punishment in respect of any one charge.

19.10. In all cases in which action under Clauses 19.4, 19.6 or 19.8 may be taken, the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered, by the said employee, the finding or findings, with the grounds on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible and such record of the proceedings shall be signed by the officer who holds them, after which a copy of such record shall be furnished to the employee concerned if so requested by him in writing.

19.11. When it is decided to take any disciplinary action against an employee such decision shall be communicated to him within three days thereof.

19.12. The procedure in such cases shall be as follows :—

(a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge-sheet clearly setting forth the circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation so also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the Officer conducting the enquiry, to cross-examine any witness on whose evidence the charge rests and to examine witness and produce other evidence in his defence. He shall also be permitted to be defended—

(i) (x) by a representative of a registered trade union of bank employees of which he is a member on the date first notified for the commencement of the enquiry.

(y) where the employee is not a member of any trade union of bank employees on the aforesaid date, by a representative of a registered trade union of employees of the bank in which he is employed:

OR

(ii) at the request of the said union by a representative of the state federation or all India Organisation to which such union is affiliated;

OR

(iii) with the Bank's permission, by a lawyer.

He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.

(b) Pending such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowance, etc.

(c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

(d) If the representative defending the employee is an employee of the same bank at an outstation branch within the same State, he shall be relieved on special leave (on full pay and allowances) to represent the employee and be paid one return fare. The class of fare to which he will be entitled would be the same as while travelling on duty. In case of any adjournment at the instance of the bank, he may be asked to resume duty and if so, will be paid fare for the consequential journey. He shall also be paid 50% of the halting allowance for the period he stays at the place of the enquiry defending the employee as also for the days of the journeys which are undertaken at the bank's cost

(e) enquiry need not be held if—

- (i) *the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal; and*
- (ii) *the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct; and*
- (iii) *the employee makes a voluntary admission of his guilt in his reply to the aforesaid show cause notice. However, if the employee concerned requests a hearing regarding the nature of punishment, such a hearing shall be given,*

19.13. Where the provisions of this Chapter conflict with the procedures or rules in force in any bank regarding disciplinary action, they shall prevail over the latter. There may, in such procedures or rules, exist certain provisions outside the scope of the provisions contained in this Chapter enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also the provisions set out in Clauses 19.10 and 19.11 above shall apply.

19.14. The Chief Executive Officer or the principal officer in India, of a bank, or an alternate officer at the Head Office or principal office appointed by him for the purpose, shall decide which officer (s) shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment. He shall also decide which officer or a body higher in status than the Officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters. The names of such officers or the body who are empowered to pass the original orders or hear and dispose of the appeal shall, from time to time, be published on the bank's notice board. Such appellate authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representatives before disposing of the appeal. In cases where hearings are not required, and appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and are requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned.

19.15. Every employee who is dismissed or discharged shall be given a service certificate, without avoidable delay.

19.16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be a good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where such notice, order, charge-sheet, communication or intimation is sent by registered post with acknowledgement due, the same shall, at the discretion of the officer of the bank concerned, be deemed to have been duly served upon the employee, if the same has been refused by the employee."

There is nothing in the provisions mentioned as above to show that a fresh enquiry or second enquiry cannot be ordered even when the enquiry was earlier conducted. The workman side could not refer any judgment laying a proposition of law that a second enquiry or a fresh enquiry cannot be ordered even during pendency of first enquiry. Hence, the argument from the workman side that the second enquiry itself is against law and malafide cannot be accepted. The workman side could not point any defect with respect to substance or procedure in form of any illegality or material irregularity in conducting the enquiry. The charges are acts of moral turpitude hence, major punishment of dismissal cannot be held to be disproportionate to the charges proved.

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

AWARD

"Holding the action of the management of Union Bank of India, to terminate the services of the workman Shri Gopal Singh Chauhan, justified, the workman is held entitled to no relief."

No order as to cost.

DATE:- 12-02-2026

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 मई, 2026

का.आ. 828.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (10/2017) प्रकाशित करती है।

[सं. एल-39025/01/2026-आईआर(बी-II)-44]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 828.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.10/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* 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)-44]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

JABALPUR (M.P.)

NO. CGIT/LC/RC/10/2017Present: P.K.SrivastavaH.J.S. (Retd.)

Kashinath Chadar S/o Shri Jalam Singh Chadar,

R/o – Shrivnagar, Hinotia, H.No. 21, 80 Ft. Road,

Bhopal (M.P.)

Workman

Vs.

Branch Manager,

Branch – Malik Market,

Punjab National Bank,

Bhopal (M.P.)

Management

(AWARD)(Passed on this 05th day of February - 2026)

The workman has filed petition under Section 10 (2-A (2&3)) of Industrial Disputes Act, as amended vide Amendment Act of 2010 (in short the 'Act') with the case that he was employed as a daily rated employee with Punjab National Bank Malik Market Branch and worked their continuously from 09.02.2010 to 25.08.2016 when his services were terminated without any notice or compensation in violation of Section 25F of the Act and is illegal. He raised a dispute in this respect which could not be conciliated within 45 days. Hence, after obtaining a certificate in this respect, he filed a petition seeking his reinstatement with back wages and benefits.

Case of the Management Bank is that, he was engaged on as and when required basis for the work of cleaning as a daily wagger and was paid for it. He never worked for 240 days in any year. The Bank issued directions for initiating recruitment process of persons who were or had been working or had worked in the Bank as a casual labour. He also participated in the recruitment test but could not succeed. The Management has requested that the petition be dismissed.

No evidence has been filed by the petitioner workman. Management also not proposed any evidence.

At the stage of argument also, none appeared for petitioner. Mr. Neeraj Kewat Learned Counsel for petitioner appeared and submitted his arguments.

The initial burden to prove his case is on the petitioner in which he has failed. Hence, holding his case not proved, the petition is dismissed.

ORDER

Petition dismissed.

No order as to cost.

DATE:- 05.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 मई, 2026

का.आ. 829.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रशासनिक कमांडर, स्टेशन मुख्यालय (नागरिक सुरक्षा), पंचकुला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (46/2024) प्रकाशित करती है।

[सं. एल-12025/01/2026-आईआर(बी-I)-107]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 829.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 46/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of Admn. Commander Station Head Quarter (Civil Defence), Panchkula and their workmen.

[No. L-12025/01/2026-(IR(B-I)-107)]

SALONI, Dy. Director

ANNEXURE

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

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

ID No.46/2024

Registered on:-16.10.2019

Jaspal S/o Sh. Bhopal Singh R/o 391 Beer Ghaghar, Chandi Mandir, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s Sun Rise Facilitator Pvt. Ltd., 2253/1 2nd Floor, Pipli Wala Town, Mani Mazra, Chandigarh.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2.It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 01.06.2013 by respondent no.1 at minimum wages prescribed by the Central Government. But the said

minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4.Notice of the petition was given to respondents.

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

6.Respondent no.2 also filed reply maintaining therein that workman worked with it w.e.f. 05.07.2018 to 27.10.2018. Respondent no.2 has not terminated the services of workman. Workman was paid minimum wages as declared by the Centre Government from time to time. Workman himself left the job at his own will without notice. It is prayed that the claim may be dismissed.

Evidence of workman:-

7.In order to prove his case, workman examined himself as WW1 and tendered into evidence his affidavit WW1/A and has been cross examined by the AR for respondent no.1. AR for workman closed the evidence on 08.10.2024.

Evidence of respondent no.1:-

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

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

9.It is pertinent to mention here that respondent no.2 was proceeded ex parte on 20.04.2023.

Submissions of workman:-

10. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.06.2013 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

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

the conservancy staff. Contractor is responsible to give notice to the conservancy staff provided by him. Respondent no.1 has no roll in terminating the services of the workman. Thus, it was the respondent no.2 who was required to ensure the payment of wages to the workers engaged by him from time to time.

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

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

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

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

20. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 01.06.2013 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

- i. Workman who worked for less than 2 years with contractor shall be entitled for Rs.20,000/-.
 - ii. Workman who worked for more than 2 years but less than 5 years with contractor shall be entitled Rs.30,000/-.
 - iii. Workman who worked for more than 5 years with contractors shall be entitled for Rs.50,000/-.
25. Present workman employed on 01.06.2013 and was terminated on 27.10.2018 (more than 5 years), so he is entitled for Rs.50,000/-.
26. Respondent no.2 is directed to pay the workman Rs.50,000/- within one month from the date of the notification of the award failing which the respondent no.2 shall further pay interest @6% per annum from the date of award till the date of making payment. It is also added here that in case respondent no.1 requires safai karamcharis, then workman may be engaged through any contractor on sympathetic ground.
27. Let copy of this award be sent to Central Government for publication as required under Section 17 of the Act.

KAMAL KANT, Presiding Officer/Link Officer