



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-29052026-272890
CG-DL-W-29052026-272890

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 18] नई दिल्ली, मई 10—मई 16, 2026, शनिवार/वैशाख 20—वैशाख 26, 1948
No. 18] NEW DELHI, MAY 10—MAY 16, 2026, SATURDAY/VAISAKHA 20—VAISAKHA 26, 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, 2 मई, 2026

का.आ. 830.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित धारा 8 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, भारतीय रिजर्व बैंक के कार्यपालक निदेशक श्री रोहित जैन (जन्म तिथि: 6.10.1967) को दिनांक 3.5.2026 को या उसके बाद कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय रिजर्व बैंक में उप-गवर्नर के पद पर नियुक्त करती है।

[ई फा. सं. 1/1/2023-बीओ-I]

विजय शंकर तिवारी, अवर सचिव

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

New Delhi, the 2nd May, 2026

S.O. 830.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 8 of The Reserve Bank of India Act, 1934, read with sub-section (4) of section 8 thereof, the Central Government hereby appoints Shri Rohit Jain (DoB:- 06.10.1967), Executive Director, Reserve Bank of India, to the post of Deputy Governor, Reserve Bank of India, for a period of three years from the date of joining the post on or after 03.05.2026 or until further orders, whichever is earlier.

[eF. No. 1/1/2023-BO-I]

VIJAY SHANKAR TIWARI, Under Secy.

नई दिल्ली, 7 मई, 2026

का.आ. 831.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड.) के उप-खंड (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, सुश्री अपर्णा भाटिया के स्थान पर सुश्री साक्षी मित्तल, संयुक्त सचिव, आर्थिक मामलों के विभाग को तत्काल प्रभाव से और अगले आदेशों तक भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) के निदेशक मण्डल में निदेशक के पद पर नामित करती है।

[फा. सं. 9/1/2022-आईएफ-1]

एस.के. सिंह, अवर सचिव

New Delhi, the 7th May, 2026

S.O. 831.—In exercise of the powers conferred by sub-clause (i) of clause (e) of sub-section (1) of section 6 of the Export-Import Bank of India Act, 1981 (No. 28 of 1981), the Central Government hereby nominates Ms. Sakshi Mittal, Joint Secretary, Department of Economic Affairs as Director on the Board of Directors of Export-Import Bank of India (Exim Bank) with immediate effect and until further orders, *vice* Ms. Aparna Bhatia.

[F. No. 9/1/2022-IF-I]

S. K. SINGH, Under Secy.

(व्यय विभाग)

नई दिल्ली, 11 मई, 2026

का.आ. 832.—राजभाषा नियम, 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप नियम (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार, एतद्द्वारा भारतीय लेखापरीक्षा और लेखा विभाग के अंतर्गत महानिदेशक लेखापरीक्षा (वित्त एवं संचार), दिल्ली शाखा: कार्यालय कर्नाटक, बेंगलूरु, भारत सरकार, जिसके 80 प्रतिशत कर्मिकों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ए-12034/03/2026-ईजी]

रामेश्वर कुमार, अवर सचिव

(Department of Expenditure)

New Delhi, the 11th May, 2026

S.O. 832.—In pursuance of the powers conferred by sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the office of the Director General of Audit (Finance and Communications), Delhi Branch Office Karnataka, Bengaluru under the Indian Audit and Accounts Department, in Government of India whereof eighty per cent. of the staff have acquired working knowledge of Hindi.

[F. No. A-12034/03/2026-EG]

RAMESHWAR KUMAR, Under Secy.

विदेश मन्त्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, अप्रैल 29, 2026

का.आ. 833.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, सरकार भारत के महावाणिज्य दूतावास, हो ची मिन्ह सिटी में सुश्री प्रियंका साहू, वैयक्तिक सहायक, को अप्रैल 29, 2026 से सहायक कांसुलर अधिकारी के तौर पर कांसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2026(06)]

तरुण कुमार, अवर सचिव (सीपीवी-II)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 29th April, 2026

S.O. 833.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Ms. Priyanka Sahu, Personal Assistant as Assistant Consular Officer in the Consulate General of India, Ho Chi Minh City, to perform the consular services as Assistant Consular Officer with effect from April 29, 2026.

[F. No. T. 4330/01/2026(06)]

TARUN KUMAR, Under Secy.(CPV-II)

नई दिल्ली, 7 मई, 2026

का.आ. 834.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कोंसुलावास में श्री अभिषेक कुमार मांझी, सहायक अनुभाग अधिकारी को दिनांक मई 07, 2026 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2026(07)]

तरुण कुमार, अवर सचिव (सीपीवी-II)

New Delhi, the 7th May, 2026

S.O. 834.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Sh. Abhishek Kumar Manjhi, Assistant Section Officer as Assistant Consular Officer in the Consulate General of India, New York, to perform the consular services as Assistant Consular Officer with effect from May 07, 2026.

[F. No. T. 4330/01/2026(07)]

TARUN KUMAR, Under Secy.(CPV-II)

नागर विमानन मंत्रालय

नई दिल्ली, 6 मई, 2026

का.आ. 835.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग), नियम, 1976 के नियम-10 के उप-नियम (4) के अनुसरण में, नागर विमानन मंत्रालय के अंतर्गत भारतीय विमानपत्तन प्राधिकरण के अधीनस्थ निम्नलिखित कार्यालयों, जिनमें 80 प्रतिशत कार्मिकों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है।

1. कडप्पा हवाईअड्डा, कडप्पा- 516003
2. विमानपत्तन निदेशक का कार्यालय, भा.वि.प्रा., पुदुच्चेरी हवाईअड्डा, लाउसपेट, पुदुच्चेरी- 605008

[फा. सं. ई.11014/2/2023-रा.भा.]

अमित राय, वरिष्ठ आर्थिक सलाहकार

MINISTRY OF CIVIL AVIATION

New Delhi, the 6th May, 2026

S.O. 835.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for the Official Purposes of the Union) Rules, 1976, the Central Government, hereby notifies the following subordinate offices of Airports Authority of India, under Ministry of Civil Aviation, whereof 80% staff have acquired the working knowledge of Hindi.

1. Kadapa Airport, Kadapa-516003
2. Office of Airport Director, Airports Authority of India, Puducherry Airport, Lawspet, Puducherry-605008

[F. No. E-11014/2/2023-OL]

AMIT RAY, Senior Economic Advisor

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 28 अप्रैल, 2026

का.आ. 836.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत या उससे अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजपत्र में अधिसूचित करती है:-

क्र.सं.	अधिसूचित किए जाने वाले कार्यालय
1.	भारतीय खाद्य निगम, मंडल कार्यालय, 24 परगना
2.	भारतीय खाद्य निगम, मंडल कार्यालय, पुरलिया
3.	भारतीय खाद्य निगम, मंडल कार्यालय, गुवाहाटी
4.	भारतीय अनाज संचयन प्रबंधन एवं अनुसंधान संस्थान, हैदराबाद

[फा. सं. ई-11011/1/2008-हिंदी (321924)]

हनीश छाबड़ा, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 28th April, 2026

S.O. 836.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution), whereof 80% or more staff have acquired the working knowledge of Hindi:

S. No.	Offices to be notified
1.	Food Corporation of India, Divisional Office, 24 Parganas
2.	Food Corporation of India, Divisional Office, Purulia
3.	Food Corporation of India, Divisional Office, Guwahati
4.	Indian Grain Storage Management & Research Institute, Hyderabad

[F. No. E-11011/1/2008-Hindi (321924)]

HANISH CHHABRA, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 6 मई, 2026

का.आ. 837.—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 (45/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-108]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 6th May, 2026

S.O. 837.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 45/2024) 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)-108]

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. 45/2024

Registered on:-16.10.2019

Bhagat Ram S/o Sh. Ram Prasad R/o 247 Beer Ghaghar, Chandi Mandir Cantt. Panchkula, Haryana.

----- Workman

Versus

- Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
- 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 13.10.2015 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 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 13.10.2015 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 13.10.2015 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 13.10.2015 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, 6 मई, 2026

का.आ. 838.—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 (44/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-109]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 838.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 44/2024) 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)-109]

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. 44/2024

Registered on:-16.10.2019

Naresh Kumar S/o Sh. Sunder Lal R/o T 4 E Railway Road Chandi Mandir Cantt. 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 10.12.2013 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 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 10.12.2013 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 10.12.2013 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 10.12.2013 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, 6 मई, 2026

का.आ. 839.—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 (43/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-110]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 839.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 43/2024) 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)-110]

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. 43/2024

Registered on:-16.10.2019

Bindu Devi W/o Sh. Nanhe Ram R/o 1644 Nai Indra Colony, Mani Mazra, Chandigarh.

----- 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 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 23.01.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that her total wages comes under the ambit of tax free limit. She

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

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

4. Notice of the petition was given to respondents.

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

6. 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 23.01.2017 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained

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

Submissions of respondent no.1:-

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 23.01.2017 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating his services on 27.10.2018. In his cross examination, she has further stated that her salary used to be credited in his bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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 23.01.2017 and was terminated on 27.10.2018 (less than 2 years), so she 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.

नई दिल्ली, 5 मई, 2026

का.आ. 840.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज 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 (36/2019,37/2023) प्रकाशित करती है।

[सं. एल -12011/87/2018-आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 5th May, 2026

S.O. 840.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.36/2019,37/2023) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank and their workmen.

[No. L-12011/87/2018- IR (B-II)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPURNO. CGIT/LC/R/36/2019Present: P.K.SrivastavaH.J.S.(Retd.)

The General Secretary,

Theka Mazdoor Sangh (BMS),

Akashganga,

Rain Basera, Supela,

Bhilai, Distt(Chattisgarh)

Durg (CG) - 490023

Workman

Versues

1. The Managing Director,
Indian Overseas Bank,
Central Office, P.B. No. 763,
Anna Salai Chennai(Tamilnadu) - 600002
2. The Senior Regional Manager,
Indian Overseas Bank, Regional Office,
Raipur, Phase-II, Investment Building,
Jeevan Bima Marg, Raipur (Chhattisgarh) - 492004

Management

.....

(Leading Case...)

With NO. CGIT/LC/R/37/2023

Shri Bodhram Karsh,

At- H.No. 389, Near Sahu Kirana Store,

Kashi Nagar, Korba (CG)

Workman

Versues

1. **The Regional Manager,**
Indian Overseas Bank, Regional Office,
Phase-II, LIC Investment Building,
Jeevan Beema Mar Pandri, Raipur (CG) 492004
2. **The Branch Manager,**
Indian Overseas Bank, Plot No.04,
Shree Sai Bhavan, Main Road,
Kosabadi, Dist. Korba (CG)

Management**(AWARD)****(Passed on this 24th day of February, 2026)****In case No. R/36/2019-**

As per letter dated 11/02/2019 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12011/87/2018 (IR/B-II) dt. 11/02/2019. The dispute under reference relates to:

“(i) Whether the Applicants in the dispute (as per list appended in Annexure-A) who were & are engaged by the Indian Overseas Bank in their respective Branches as Individual contractors are workmen within the meaning of Section 2(s) of the I.D. Act, 1947 & if so whether the contract agreement so entered is a mere camouflage and a smoke screen?”

“(ii) Whether, the Applicants claim for permanent absorption is justified? If yes, what relief the applicants are entitled to?”

In case No. R/37/2023 –

As per letter dated 24/26.04.2023 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. RP-7(1-1)/2023-ES.III dt. 24/26.04.2023. The dispute under reference relates to:

“Whether the Action on the part of the Management of Indian Overseas Bank, Raipur (CG) in Terminating the services of Shri Bodhram Karsh during the pendency of proceedings before the CGIT Jabalpur is Legal and Justified ? If not, to what relief Shri Bodhram Karsh is entitled to ?”

Since nature of dispute in the Case R/37/2023 is covered in the case R/36/2019, hence this case has been consolidated with R/36/2019 vide order of this Tribunal. R/36/2019 is a leading case. Both the cases are being disposed by a common Award.

Case of the Workman Union is mainly that, the Theka Mazdoor Sangh is the Registered Union which is affiliated to Bharitya Mazdoor Sangh, its Registration No. is 413. The Applicant is its General Secretary and has been authorized by the Claimants, who are the members of the Union as well by the Union to prosecute this case. The 32 workers whose names are enclosed with the list of reference, were initially engaged by Bank on the post of Messenger/Peon on the different Branches at Raipur and Durg Division against vacant and permanent post after interview in full time Peon/Messenger/Safai Cleaner but were not paid wages admissible to temporary employees or Collector rate declared by the Government in Bank Centre, though they worked for the full day. They are 'workman' under Section 2(s) and the Management Bank is an 'Industry' under Section 2(j) of the Act.

That as per the reference schedule list Annexed as Annexure-'A' of the all 32 employees, the workmen no.1 Subhash Chandra Sahu S/o, 3162. The workmen no. 19, Omprakash Nirmalkar S/o Shankar Lal Nirmalkar appointed on 29. 03.2013 and posted in Utai Branch, Branch code no. 2325. The workmen no. 20, Nannuram S/o Rajram appointed in August 2013 and posted in Kawardha Branch, Branch code no. 3121. The workmen no. 21, Ishwar Vashtrakar S/o Horelal appointed on 10.10.2013 and posted in Bilashpur Branch, Branch code no. 1584. The workmen no. 22, Deepchandra Satnami S/o Dudhitram Satnami appointed on 28.10.2013 and posted in Bemetara Branch, Branch code no. 3092. The workmen no. 23, Bhushan Sahu S/o Keshav Sahu appointed on 30.10.2013 and posted in Bagbahra Branch, Branch code no. 3387. The workmen no. 24, Rajkumar S/o Malikram appointed on 30.10.2013 and posted in Kapan Branch, Branch code no. 3239. The workmen no.25, Ramsharan Shukla S/o Pilupratap Shukla appointed in October, 2013 and posted in Hiri Branch, Branch code no. 3227. The workmen

no. 26, Omprakash Sahu S/o Ishwari Lal Sahu appointed on 12.11.2013 and posted in D.D. Nagar Branch, Branch code no.3237. The workmen no. 27, Chandrakant Sahu S/o Manharan Lal Sahu appointed on 23.01. 2014 and posted in Rajeem Branch, Branch code no. 3357. The workmen no. 28, Vinod Yadav S/o Pannalal Yadav appointed on 01.03.2014 and posted in Tatibandh Branch, Branch code no. 3479. The workmen no. 29, Ashok s/o Nanloo appointed in May 2014 and posted in Bhilai Durg Supela Branch, Branch code no. 3651. The workmen no. 30, Naresh Kumar Sahu appointed on 01.07.2014 and posted in Bhoring Branch, Branch code no. 3388. The workmen no. 31, Motilal Matsyapal S/o Bhoowanlal Matsyapal appointed on 01.10.2014 and posted in Shakansh Branch, Branch code no. 3337. The workmen no. 32, Suresh Kumar Sahu S/o Somnath Sahu appointed on 21.06.2017 and posted in Keshala Branch, Branch code no. 2971.

The workmen no. 01, 15 and 19 are terminated by the management during conciliation proceeding because they are active members of the union and rest of all workmen's are continue in service with the management/second party in their branches. It is submitted that the management taking work continuously as a messenger/peon from the all workmen's and uses their power an agreement for the cleaning and housekeeping work done with the workmen and paying wages only work of cleaning and housekeeping work as per agreement. The management some of the workmen's giving wages of messenger/peon as per daily rate which is colorable exercise of the power and only avoiding the provisions of labour laws and liability of regularization and pay-scale and also provident fund they have forcefully done the agreement for cleaning and housekeeping work with the workmen's and continue in service from many years from the initial date of appointment in the bank. The work taking by the management bank is perennial in nature which has also same work done by the regular and permanent employee of the management bank but management paid wages as per agreement to the some workmen and daily wage to the some workman which is unfair labour practice adopted by the management with the all workmen.

It is also the case of the Union that, these workmen continuously worked for full day with the Management Bank and thus acquired status of permanent employees but were not granted benefits admissible to permanent employees. There is circular of Management dated 23.03.2011 applicable to all the Branches and Regions which provides that absorption of Messengers/Sweepers on permanent posts who are engaged in the Branches/Offices of the Bank subject to their confirming to recruitment norms. As per circular of the management workmen are entitle to absorb in permanent post after completing 240 days continuously in a calendar year and all workmen continuously working with the management from the date of his initial appointment in the bank and already completed 240 days in every calendar year but the management not absorb the workmen on permanent post and not giving benefit of pay-scale and using power forcefully made agreement with the workers for cleaning and sweeping work as per agreement rate of per square fit area of the bank building but they have been taking work with the workers full time from the opening of the bank to close the bank and paying wages only for cleaning and housekeeping work and want to see that workmen are contractual employee. This is colourable exercise of the power by the management the personal service contract/agreement done by the management with the workmen forcefully and that is bogus document. The management only make a paper arrangement which is colourable exercise of the power and personnel contract agreement system entered by the management is sham and camouflage and all workmen are entitled to absorb in permanent post of messenger/peon/Sweeper as per their engagement and work

Since, these workmen though shown to be working as Contract worker on contract of cleaning granted to them by the Bank have worked on full times basis and continuously with the Bank. They have discharged all the duties discharged by the permanent employees working as Peons/Cleaners. Their nature of work is also of permanent and perennial in nature, thus the Management Bank has adopted unfair labour practice by way of showing them work contractors which is sham, bogus and camouflage adopted by Bank just to deny their rights with respect to permanent status and regularization. This action of Management is unjust, illegal and arbitrary. The Union has prayed that holding this action of Management Bank showing the workmen as work contractors as a camouflage and a smoke screen as well sham transaction, they be held entitled to be granted status of full time permanent employee.

Case of Management Bank is mainly that, there was a settlement between the Bank Unions and Management of the Bank and Circular dated 23.03.2011 was issued by Bank as a one-time measure for absorption of casuals/temporary Messenger/sweepers working with the Bank.

That, it is specifically mentioned in the aforesaid Circular that the absorption of causal/temporary messenger/sweepers shall be in phased manner. The circular is applicable for causal/temporary messenger/sweepers those who have worked in permanent vacancies. The absorption of casual or temporary messengers/sweepers, those who have been worked in permanent vacancies were divided into three phases, **Firstly**, the causal temporary messengers/ sweepers who have worked for more than 5 years in any of the branches/offices in permanent vacancies and completed 240 days or more than days continuously in a calendar year as on 15.11.2010 and are still working shall be absorbed in Phase- I before 30.06.2011, subject to their completing/submitting the required information/certificates. **Secondly**, causal or temporary messengers/ sweepers who have worked for more than 3 years but less than 5 years in any of the branches/offices in permanent vacancies and completed 240 days or more days continuously in a calendar year as on 15.11.2010 and are still working shall be absorbed in Phase-II, once the absorption under Phase-I is completed, subject to their submitting the required information/certificates and **Thirdly**, causal temporary messengers/sweepers who have completed 240 days or more days continuously in a calendar year

and have been engaged by branches/offices in permanent vacancies for less than 3 years as on 15.11.2010 and are still working shall be absorbed in Phase-II, once the absorption under Phase-II is completed, subject to their submitting the required information/certificates. It is noteworthy that the causal or temporary messengers/sweepers who are covered I under the settlement and Circular for absorption were required to submit undertaking as per Annexure A-I attached to the Circular dated 23.03.2011.

That, it is provided in the Circular dated 23.03.2011 that any conditional undertaking or undertaking in any other format and or refusal to the order of placement/deployment shall be deemed as refusal to absorption of such concern causal temporary person and in such an event their claim for absorption shall not be considered thereafter. Moreover, causal or temporary messengers/ sweepers who are absorbed in Bank service shall be liable to be terminated if it is found at any time that he/she has made a false declaration in the undertaking letter with regard to number of days they have been engaged or he/she submitted a false fake documents service for joining the Non-Applicant/Bank.

That, the circular further provides that the future vacancies of sweeper vacancies arise on or after 15.11.2010 are outsourced. Hence, there is no permanent vacancies of sweeper post in the Non-applicant Bank. The settlement arrived between the General Secretary of Indian Overseas Bank Union and the management of the Indian Overseas Bank, Chennai on 17.02.2011, is not applicable to persons if any engaged on causal or temporary basis after 15.11.2010 or who has not completed 240 days in a calendar year as on 15.11.2010. The said condition indicates that a cut-off date was provided in the memorandum of settlement dated 17.02.2011 itself and thus, the benefit of this circular cannot be given to such workmen who were engaged on causal or temporary basis after 15.11.2010. The candidates of applicant are also required to complete 240 days in a Calendar year subject to requested qualification before cut of dated i.e 15.11.2010 to make them eligible for absorption. In the present matter all the candidates were provided service as freelancer after the cut-off provided in the memorandum of settlement dated 17.02.2011 as well as circular dated 23.03.2011. Therefore, the candidates of applicant did not come with the ambit of the circular dated 23.03.2011 and no benefit of the circular dated 23.03.2011 can be given to the Applicant/Union to get absorption in the Non-Applicant/Bank.

That, the candidates of applicant at Serial No. 1, 15, 21 and 32 of list annexed as Annexure A-I, were not appointed on the basis of contract, the Non-Applicant Bank never entered into the contract with the workman at serial 1, 15, 21 and 32. Thus, the question of termination of their services does not arise. Thus, the assertion of the Applicant/Union is without substance and is hereby denied.

That, the other candidates of applicant have entered into a contract with Non-Applicant Bank on different dates, the details of which are given in below mentioned table. From bare perusal of the aforesaid contract would reveal that the candidates of the applicant were not required to provide service entire day in the branches of Non-Applicant Bank. It is specifically mentioned in the contract that the candidates of the applicant are free to carry out any other work as per their own wishes after their work in branches is completed. The clause 6 of the agreement is quoted below for kind perusal of this Hon'ble Tribunal.

While the second party is free to carry on any trade or occupation, on his/her own, he/she should make himself/herself should complete the sweeping work in the branch before the branch hours.

That, as per the agreement the candidates of the applicant were entitled to receive Rs.3/-per sgft in rural areas and Rs. 21-per sgft in urban areas for cleaning the branch. It is pertinent to note that all the candidates of the applicant who have executed the agreement have adhered to the terms and conditions of the agreement. Thus, the same is binding on the candidates, the candidates on the later stage cannot question the nature of service rendered by them, as they were fully aware about the nature of work, which they were required to do in the branches of Non-Applicant Bank.

That, the details of agreement, the date of doing freelancer and other details of applicant's refer end candidates are shown in the table below:-

Sr. No.	Name	Branch	Agreement/Sanction	Present Status
1.	Shubash Chandra Sahu	Bhilai Nagar	No contract agreement was entered with the candidate.	No agreement.
2.	Bodhram Karsh	Korba	19.12.2015 to 18.02.2017 01.12.2018 to 30.11.2020 01.12.2020 to 30.11.2022	Presently Providing Service
3.	Sundar Lal Srivas	Pandri	01.08.2012 to 31.07.2014 01.08.2014 to 31.07.2016 01.08.2016 to 31.07.2018	Presently Providing Service

			01.08.2018 to 31.07.2020 01.08.2020 to 31.07.2022	
4	Santosh Kumar Yadav	Tilda	01.04.2013 to 31.03.2015 01.05.2016 to 30.04.2018 01.10.2018 to 30.09.2020 01.10.2022 to 30.09.2022	Presently providing service
5	Dharmendra Kumar Nisad	Raigarh	27.07.2012 to 26.07.2014 17.02.2014 to 16.02.2016 17.02.2016 to 16.02.2018	Not providing service
6	Girish Kumar Sharma	Balod	17.08.2012 to 1.08.2014 01.01.2014 to 01.01.2016 01.01.2016 to 31.12.2018	Voluntarily terminated contract on 21.06.2018
7	Kishore Kumar Chauhan	Taraod	01.12.2014 to 30.11.2016 01.12.2016 to 30.11.2018 01.12.2018 to 30.11.2020 01.12.2020 to 30.11.2022	Presently providing service
8	Munnalal Yadav	Baikunthpur	01.06.2014 to 31.05.2016 01.06.2016 to 31.05.2018 01.06.2018 to 31.05.2020 01.06.2020 to 31.05.2022	Voluntarily terminated contract on 20.01.2021
9	Bhupendra Kumar Kosariya	Amdi	01.06.2014 to 31.05.2016 01.06.2016 to 31.05.2018 01.09.2018 to 31.08.2020 01.08.2021 to 31.07.2023	Presently providing service
10	Yogesh Kumar Shrivastava	Kharsiya	01.07.2018 to 30.06.2020 01.07.2020 to 30.06.2022	Presently providing service
11	Sushil Kumar Bek	Pachpedinaka	01.07.2015 to 06.10.2017 01.10.2017 to 31.10.2019 01.10.2019 to 30.09.2021	Presently providing service
12	Deepak Sahu	Kesla	16.12.2014 to 15.12.2016 16.12.2016 to 15.12.2018 16.12.2018 to 15.12.2020 16.12.2020 to 15.12.2022	Presently providing service
13	Haresh Kumar Yadav	Dhamtari	01.01.2014 to 31.12.2015 01.01.2016 to 31.12.2017 01.01.2018 to 31.12.2019 01.01.2020 to 31.12.2022	Presently providing service
14	Hari Yadav	Dhanora & Durg	No contract agreement was entered with the candidate.	No Agreement
15	Ranjan Jaiswal	Karhi	01.03.2014 to 28.02.2016 01.03.2016 to 28.02.2018	Presently providing service

			01.03.2018 to 29.02.2020 01.03.2020 to 28.08.2022	
16	Toshabanta Gartiya	Saraipali	01.04.2014 to 31.03.2016 01.04.2016 to 31.03.2018 01.04.2018 to 31.03.2020 01.04.2020 to 31.03.2022	Presently providing service
17	Kartik Ram Sahu	Chhurrikalan	16.09.2014 to 15.09.2016 16.09.2016 to 15.09.2018 16.09.2018 to 15.09.2020 16.09.2020 to 15.09.2022	Presently providing service
18	Om Prakash Nirmalkar	Utai	01.06.2014 to 31.05.2016 01.06.2014 to 31.05.2018	Dis-continued contract
19	Nanu Ram	Kawardha	01.09.2014 to 31.08.2016 01.09.2018 to 31.08.2020	Not providing service
20	Ishwar Vastrakar	Bilaspur	No contract was executed	Not providing service
21	Deep Chandra Satnami	Bemetra	01.06.2015 to 31.05.2017 01.06.2017 to 31.05.2019 01.06.2019 to 31.05.2021	Presently providing service
22	Bhushan Sahu	Bagbahara	01.03.2015 to 28.02.2017 01.03.2017 to 28.02.2019 01.03.2019 to 28.02.2021 01.03.2021 to 28.02.2023	Presently providing service
23	Raju Kumar	Kapan	04.06.2014 to 03.06.2016	Not providing service
24	Ram Sharan Shukla	Hirri	01.09.2014 to 31.08.2016 01.09.2016 to 31.08.2018	Not providing service
25	Om Prakash Sahu	DDU Nagar	01.08.2014 to 31.07.2016 01.08.2016 to 31.07.2018 01.01.2018 to 31.12.2020	Not providing service
26	Chandrakant Sahu	Rajjim	01.06.2014 to 31.05.2016 01.06.2016 to 31.05.2018 01.06.2018 to 31.05.2020 01.06.2020 to 31.05.2022	Presently providing service
27	Vinod Yadav	Tatibandh	01.08.2018 to 31.07.2020 01.08.2020 to 31.07.2022	Presently providing service
28	Ashok	Bhilai Durg Supela	09.11.2015 to 31.10.2017 16.09.2017 to 15.09.2019 16.09.2019 to 15.09.2021	Not providing service
29	Naresh Kumar Sahu	Bhoring	01.07.2014 to 30.06.2016 01.07.2016 to 30.06.2018 01.07.2018 to 30.06.2020 01.07.2020 to 30.06.2022	Presently Providing Service

30	Motilal Matsyapal	Sankra	01.10.2014 to 30.09.2016 01.10.2016 to 30.09.2018 01.10.2020 to 29.09.2022	Presently providing service
31	Suresh Kumar Sahu	Raipur Main	No contract agreement was entered with the candidate.	No agreement.

Thus according to Management Bank, the applicants involved in the reference have never been under employment of the Bank as a employee in any capacity rather they have been work contractors who have been given contract of cleaning by the Bank extended from time to time as mention in the list above. They use to do this job just for few hours in the Bank. They are not appointed through legal channels following recruitment process against any sanctioned vacancy hence **firstly**, there is no relation of employee and employer between the parties and **secondly**, they are not entitled to the reliefs claimed. The Management Bank has requested that the reference to be answered against the Workman Union.

During proceedings, 12 workmen filed two applications dated 08.11.2023 and 21.11.2023 stating that their claim has been settled between them and Management Bank and have requested that no dispute Award be passed with respect to their claims. These applications were transcription of order of this Tribunal dated 05.12.2023 stating that no dispute Award shall be passed with respect to these 12 workmen when the final award will be passed. These 12 workmen are Motilal, Naresh Kumar Sahu, Bhupendra Kumar Kosariya, Bhusan Sahu, Sunderlal Shrivastava, Kishore Kumar Chouhan, Yogesh Kumar Shrivastava, Deepak Sahu, Haresh Kumar Yadav, Rajan Jaysawal, Suresh Kumar Sahu, Toshbant Gartiya.

In evidence, the Workman Union has filed affidavit of Workman Subash Chandra Sahu, Bodhram Karsh, Vinod Yadav, Toshbant Gartiya Om Prakash Sahu, Chandrakant Sahu, Ashok, they have been cross-examined from the side of Management Bank on their affidavits filed as their examination in chief. The Management Bank has filed affidavit of Gatikrishna Panigrahi Chief Manager as his examination in chief. He has been cross-examined by Workman Union.

The Workman Union has filed and proved documents which are Circular of Bank dated 23.03.2011, admitted and proved, marked as Exhibit W-1 to W-5, Letter of Senior Manager to the Chief Manager of the Bank and the undertaking letter signed by the Workman Subash Chandra Sahu and certificate admitted by Management Bank, marked as Exhibit W-6 to W-9, Letter of Chief Manager dated 22.2.2013 with regard to forwarding original HHC Certificate cum Mark-sheet of Subash Chandra Sahu marked as Exhibit M-10, different payment vouchers, total 09 in numbers which are admitted and marked as Exhibit W-11, notice issued by Assistant Labour Commissioner on 22.03.2018 and 05.06.2018 which are Exhibit W-12 and W-13, letter of Senior Manager sent to General Manager forwarding the undertaking letter from Workman Bodhram Karsh (Temporary Messenger) and Sarita Rathore (Part time sweeper), marked as Exhibit W-14, Agreement for cleaning and housekeeping for different periods with different applicants which are Exhibit W-15 to W-34.

The Management has filed photocopy of memorandum of settlement between the Union and the Management Bank in circular dated 23.03.2011 issued by Bank in the light of settlement, 27 work contract agreements for cleaning and house-keeping services between the individual applicants and Bank for different periods which are marked Exhibits M-1 to M-45.

I have heard argument of Learned Counsel for the Workman Union Mr. Arun Patel and Mr. Abhinav S. Khedkar Learned Counsel for the Bank. Written submissions have also been filed on behalf of Bank, which is part of record, I have gone through the written statement and record of both the cases.

At the very outset, it is to be meant clear that a no dispute Award will be passed with respect to the Workmen who have entered into settlement with the Management Bank, details mentioned earlier in this Judgment. Further, according to the Bank itself, the Workmen Bodhram Karsh, was providing service as a Contractor till the dispute in R/36/2019 was raised. As it comes out from the reference in R/37/2023 referred to above this Bodhram Karsh was terminated according to reference during the pendency of the dispute i.e. Case R/36/2019 before this Tribunal and this Tribunal has been required to adjudicate the reference in R/37/2023 whether the action of termination of Bodhram Karsh by the Bank during pendency of the dispute before this Tribunal is justified or not.

Needless to mention here that, the case of Management Bank with respect to Both Ram Karsh is also the same as it is with respect to the other claimants that they were awarded contracts of cleaning for different periods in different Branches of the Bank, extended from time to time. Contract with some of the Applicants mention in the para 11 of the Written Submission of the Bank are continuing and has been discontinuing with respect to other claimants.

On perusal of record in the light of rival arguments, following issues arise for determination in both the cases.

1. ***Whether, the work contracts between the Management Bank and Applicants are camouflage and some screen?***
2. ***Whether, the claim of the applicants for permanent absorption is justified?***

Issue No. 1 –

Pleadings of the parties on this issue have been elaborated earlier in this Judgment.

Learned Counsel for the Applicants has submitted that the Applicants have been working with the Bank on full time basis, the so called argument with respect to cleaning and house keeping stated to be entered between the Bank and the Applicants, is mere camouflage, a smoke screen just to deny the Applicants their claim with respect to permanency in status and regularization. Learned Counsel has referred to judgment of Hon'ble Supreme Court in the case of Devendra Singh V.s. Municipal Corporation Sandore (2011) 4 SC Page 62. Hon'ble Supreme Court has laid down that the definition of the 'Workman' under Section 2(s) of the Act does not make any distinction between full time and permanent employee or a person appointed on contract basis. Also that, there is nothing under Section 2(s) of the Act from which it can be inferred that only a person employed on a regular basis or a person employed for 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 a duty for fixed hours is not a Workman. Para 13, 14 and 15 of this judgment have referred to in this respect.

Learned Counsel for Workmen has further submitted that by way of these work agreements, the Bank has practiced unfair labour practice, which is prohibited under the Act and this Tribunal is well within its powers to lift the wave to enquire into the fact whether this so called work contract is a sham and camouflage just to deny these Applicants their legally admissible claims.

I have gone through the submissions of the Applicants in both the cases. There is on record affidavits of the Applicants Subash Chandra Sahu, son of Srinath Sahu, Bodhram Karsh, Vinod Yadav, Toshbant Gartiya, Om Prakash Sahu, Chandrakant Sahu, Ashok as their examination in chief. In their affidavits filed as their examination in chief, the applicants Subash Chandra Sahu has stated that he was first appointed as a temporary mazdoor in Bhilai Branch of the Bank on 12.01.2008, his work was filing, voucher stitching, maintenance of voucher register, taking posts and cheques to different Branches, cleaning of the Bank and all the other jobs directed by the Branch Manager. He worked from the date of appointment i.e. 12.01.2008 to 18.04.2008. Applicant Bodhram Karsh has stated that, he was first appointed in the Korba Branch of the Bank on 09.01.2010 as a temporary Mazdoor, he worked till 30.11.2022 in his affidavit he has further stated that he was also doing the same jobs which the applicants Subash Chandra Sahu was doing. Applicant Vinod Kumar as stated that, he was first engaged in March, 2014 and worked till 14.11.2022 his statement with regards to the post and nature of jobs is the same as stated by the Applicant Subash Chandra Sahu and Bodhram Karsh. Applicant Toshbant Gartiya has stated that he was appointed as a temporary sweeper/cleaner on 08.02.2013 and worked till 31.03.2022. His statement with regards to nature of his work and duties is same as that of the applicant Subash and others. Applicant Chandrakant Sahu has stated that, he was first appointed on 23.01.2014 and continued till 31.07.2023, Applicant Ashok has stated that he was first appointed in May, 2014 as temporary mazdoor cum sweeper and continued till 07.06.2021, regarding the nature of work and duties preferred his statement as same as that of applicants Subash Chandra and others. All these witnesses have further stated that they were paid on monthly basis by way of payment voucher, the Bank had pressed upon them that they will be granted permanent status. They were made to sign the work agreements by the Bank under the impression that they will be granted permanent status and they can request it only when they sign these agreements. They have further stated that they worked continuously as mazdoor cum cleaner for the whole day and were disengaged during pendency of the dispute.

In their cross-examination, they have generally stated that their appointment was on daily rate basis, the post against which they were engaged was permanent. They did not have any objection to work at other place during the Banking hours; they have also admitted that their first work contract was extended twice. They further stated that they were not issued any appointment letter. They did not follow any recruitment process. They are engaged only on the basis of interview taken by the Branch Manager.

The witness from Bank has stated that after the process of regularization in the light of Circular dated 23.09.2011 issued for regularization/absorption of part-time casual daily wage employee working in different branches of Bank in the light of the settlement between the Bank and employees Union, the Applicant workmen were granted contracts of cleaning and housekeeping of the Branches for two years which was extended further for two years or three times. They were paid their wages in the light of their work contracts on per sq. ft. basis. Their work was only for few hours. In cross-examination, this witness has admitted that two applicants, which were working before 2011 were not given benefit of Circular of 2011 and he does not know the reason behind it. Before his this statement, he has denied the case of the Applicants Bodhram Karsh and Shubash Chandra Sahu that they were first engaged in 2010 and 2008 respectively as claimed by them.

Learned Counsel for the Management Bank has stated that after 2011, the Bank stopped recruitment of cleaners and housekeepers, it entered into contracts with different persons, initially for two years and which was extended later on. The Applicants entered into a Work contract with the Bank in different Branches for cleaning and housekeeping of the Branches. They were paid their wages on per sq. ft. basis. These agreements have been filed and

proved by the Bank hence, there is no relation of workman and employee between the applicants and the Bank as defined under the Act. He further submits that there is no evidence to show that these work contracts were camouflage or sham except the serving statement of the Applicants.

Section 2(ra) read with Schedule 4 describes unfair labour practice adopted by Management. It is being reproduced as follows -

2(ra) "unfair labour practice" means any of the practices specified in the Fifth Schedule;

On the part of employers and trade unions of employers

- 1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, from, Join or assist a trade union or to engage in concerted activities for the purposes of collective bargaining or orther mutual aid or protection, that is to stay:-**
 - (a) threatening workmen with discharge or dismissal, if they join a trade union;**
 - (b) threatening a lock-out or closure, if a trade union is organized;**
 - (c) granting wage increase to workmen at crucial periods of trade union organization, with a view to undermining the efforts of the trade union organization.**
- 2. To dominate, interfere with or contribute support, financial or otherwise, to any trade union, that is to stay:-**
 - (a) an employer taking an active interest in organising a trade union of workmen; and**
 - (b) an employer showing partially or granting favour to one of several trade unions attempting to organize his workmen or to its members, where such a trade union is not a recognized trade union.**
- 3. To establish employer sponsored trade unions of workmen.**
- 4. To encourage or discourage membership in any trade union by discriminating against any workmen, that is to stay:-**
 - (a) discharging or punishment a workmen, because he urged other workmen to join or organize a trade union;**
 - (b) discharging or punishment a workmen for taking part in any strike (not being as strike which is deemed to be an illegal strike under this Act);**
 - (c) changing seniority rating of workmen because of trade union activities;**
 - (d) refusing to promote workmen to higher posts on account of their trade union activities;**
 - (e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union;**
 - (f) discharging office-bearers or active members of the trade union on account of their trade union activities/**
- 5. To discharge or dismiss workmen**
 - (a) by way of victimisation;**
 - (b) not in good faith, but in the colourable exercise of the employers rights;**
 - (c) by falsely implicating a workmen in a criminal case on false evidence or on concocted evidence;**
 - (d) for penalty false reasons;**
 - (e) on untrue or trumped up allegation of absence without leave;**
 - (f) in utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste;**
 - (g) for misconduct or a minor or technical character, without having any regard to the nature of the particular misconduct or the past record or service of the workmen, thereby leading to a disproportionate punishment.**
- 6. To abolish the work of a regular nature being done by workmen, and to give such work to contractors as a measure of breaking a strike.**
- 7. To transfer a workmen mala fide from one place to another under the guise of following management policy.**
- 8. To insist upon individual workmen, who are on a legal strike to sign a good conduct bond, as a pre-condition to allowing them to resume work.**

9. To show favourisation or partially to one set of workers regardless of merit.
10. To employ workmen as "badlis", casuals or temporaries and to continue them as such for years, with the object of depriving them of the same and privileges of permanent workmen.
11. To discharge or discriminate against any workmen for filing charges or testifying against and employer in any enquiry or proceeding relating to any industrial dispute.
12. To recruit workmen during a strike which is not an illegal strike.
13. Failure to implement award, settlement or agreement.
14. To indulging in acts of force or violence /
15. To refuse to bargain collectively, in good faith with the recognised trade unions.
16. Proposing or continuing a lock-out deemed to be illegal under this Act.

Learned Counsel for the Applicants has submitted that these so called work agreements are being personated by the Bank since more than 10 years for the same nature of job. It is established that the job is of permanent nature and is available with the Bank. He further submits that, when the job is available which is the permanent in nature, the Bank has prohibited under **Section 10 of Contract Labour (Regulation & Abolition) Act, 1970** to employee Contractors for these jobs. It shows that they so called work contracts are sham and camouflage because their very intention is to do an Act which is prohibited under the law. He has referred to Section 25T and 25U of the Act in this respect which prohibits unfair labour practice.

Perusal of the 4th Schedule under Section 2(ra) of the Act, as mentioned above makes it clear that Awarding a Work Contract even though the Work is of permanent nature is not included in the acts which are unfair labour practice.

“Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 is reproduced as follows –

10. Prohibition of employment of contract labour.-

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour that establishment and other relevant factors, such as-

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment ;

(b) whether it is of perennial nature, that is to say, it is so of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment ;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole-time workmen.

This provides with respect to Abolition of Contract Labour in works of permanent and perennial nature, it does not abolish Awarding of Contract for the Work which does not involve manpower supply by the Contractor.

Hence, in the light of these facts, the action of Management in Awarding work contracts to the Applicants for cleaning and housekeeping cannot be held to be a unfair labour practice or prohibited under **Section 10 of Contract Labour (Regulation and Abolition) Act, 1970**.

It is also held that, the Applicants have failed to prove these work contracts as sham or camouflage.

Two Workmen Bodhram Karsh and Shubash Chandra Sahu have taken a case that they are first appointed in 2010 and 2008 respectively i.e. before the Circular of 2011 (referred to above) was made applicable and were not granted benefit under the Circular. Details of the Circulars have been stated earlier. Both the workmen have corroborated their this case in their affidavits as their examination in chief and been cross examined by the Management side. In case reference No. R/37/2023 the Workman Bodhram Karsh has filed and proved a Certificate dated 04.05.2011 issued by the Branch Head which shows that this Workman has been engaged continuously for 240 days or more in a year preceding 15.11.2010 and that no other person has been engaged in his place. Another document, which is part of this certificate Exhibit W-1 in R/37/2023 is under taking letter for Temporary Mazdoor/Sweeper signed by this applicant Bodhram Karsh in terms of Clause 3(B) of settlement dated 17.02.2011 for

absorption as temporary mazdoors/full-time/part-time sweepers. These documents established that Bodhram Karsh was working with the Bank since 2010. He did apply for his absorption under the application for forwarding by Branch in this respect with his undertaking along with his documents. Case of Bodhram Karsh is that he was not granted benefit of the Circular with regard to his claim for regularization/absorption.

In their statement of defense, the Bank is silent on this allegation in the statement of claim which has been proved by his affidavit and been cross-examined as well documents referred to above. In its written statement of defense, in the case R/36/2019 also, on the point why claim of Bodhram Karsh was not granted.

Learned Counsel for the Bank has submitted that the code offer link for grant of claim in the Circular of 2011 was that the Claimant should have completed 240 days in Calendar year as on 15.11.2010. As stated earlier, the document Exhibit W-1 filed in connected case R/37/2023, it speaks that the Applicant Bodhram Karsh was engaged on 09.01.2010 and had completed 240 days or more continuously in a Calendar year preceding the date 15.11.2010. Hence, it is held that the claimant Bodhram Karsh had fulfilled the conditions of grant of regular employment under the Circular of 2011. There is nothing on record from the side of Bank in form of document or affidavit to justify Learned Counsel on this claim of Applicant Bodhram Karsh.

Since, it is established and proved that Bodhram Karsh was working as a casual employee on daily wage and had completed 240 days in a year preceding his disengagement as a casual labour, without any notice or compensation, disengagement of Bodhram Karsh is held in violation of Section 25F and 25G of the Act.

It is therefore pleaded that, Bodhram Karsh signed work contract after reading agreement for cleaning and housekeeping along with other applicants but the fact still remains that he was disengaged without any notice or compensation though he had worked for 240 days in the year preceding the date of his disengagement which is against law.

As regards the other applicant Subash Chandra there is nothing on record except his affidavit and cross-examination to corroborate his this claim that he was working since 2008, hence his claim that he was engaged since 2008 is held not proved.

Issue No. 1 is answered accordingly.

Issue No. 2 –

Learned Counsel for the Workmen has referred to *judgment of Hon'ble Supreme Court in the case of Maharashtra State Road Transport Corporation Vs. Casteribe Rajya P. Karmchari Sanghatana (2009) 8 SCC 556*. In this case it has been held that the referred judgment of Hon'ble Supreme Court in the case of *Secretary, State of Karnataka Vs. Umadevi (2006) 4 SCC 1* will not help the employees, once unfair labour practice on the part of employee is established in such a case Industrial Tribunal and Labour Courts are empowered to issue prohibitory as well as positive direction to an erring employee (**Para 26 of this Judgment be referred to in this respect**).

Another judgment of Supreme Court referred in the case of *Amarkant Rai Vs. State of Bihar (2015) Vol. 8 SCC 265* referred to from the side of the Workmen also does not help.

The judgments of Hon'ble Supreme Court in the case of *Secretary, Haryana State Electricity Board Vs. Suresh AIR (1999) SC 1160* can also be distinguished on facts.

From the above discussion and findings, the applicants may be classified in three categories with respect to above prayed reliefs.

1. **First category of applicants should have been entered into settlement with the Management Bank, no dispute Award be passed with respect to them.**
2. **The second category of Applicants, except Shubash Chandra Sahu which is held entitled to no relief in the light of findings recorded on Issue No. 1.**
3. **The third category of Applicant Bodhram Karsh he is held entitled to be considered for reinstatement and grant of permanent as well regularized status in the light of the Circular of the Management Bank dated 23.03.2011.**

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

AWARD

1. **First category of applicants who have been entered into settlement with the Management Bank, no dispute Award is passed with respect to them.**
2. **The second category of Applicants Shubash Chandra Sahu which is held entitled to no relief in the light of findings recorded on Issue No. 1.**
3. **The third category of Applicants, Bodhram Karsh he is held entitled to be reinstated within 90 days from the date of Award and to be considered for grant of permanent as well regularize status in the light of the**

Circular of the Management Bank dated 23.03.2011, within a period of six months from the date of Award.

4. The Fourth category of Applicants who have worked with the Management Bank on different work contractors, are held entitled to no relief because these work contracts cannot be held to be a camouflage.

DATE:- 20.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 मई, 2026

का.आ. 841.—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-I** के पंचाट (61/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-114]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 841.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 61/2024) 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)-114]

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. 61/2024

Registered on:-16.10.2019

Shambhu Paswan S/o Sh. Vishnu Paswan, R/o Rasool Pur Bakhri, Vaishali, Bihar.

----- 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 01.04.2014 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, 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 01.04.2014 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 01.04.2014 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 01.04.2014 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

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, 7 मई, 2026

का.आ. 842.—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 कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (60/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-115]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 842.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 60/2024) 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)-115]

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. 60/2024

Registered on:-16.10.2019

Chhatar Pal S/o Sh. Dalip Ram R/o 549+ Kalsana Kurukshetra, 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 01.04.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

6. 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 01.04.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 7 मई, 2026

का.आ. 843.—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 (59/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-116]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 843.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 59/2024) 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)-116]

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. 59/2024

Registered on:-16.10.2019

Lal Singh S/o Sh. Lala Ram R/o 112 Labour Colony, 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 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 19.11.2016 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 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 19.11.2016 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 19.11.2016 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 19.11.2016 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, PO-cum-Link Officer

नई दिल्ली, 7 मई, 2026

का.आ. 844.—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 (58/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-117]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 844.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 58/2024) 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)-117]

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. 58/2024

Registered on:-16.10.2019

Jitender Yadav S/o Sh. Ram Raj R/o Kakrahiya Katra Rani Dharai Mafi, Amethi, U.P.

----- 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/safai karamchari on 15.07.2016 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 15.07.2016 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 15.07.2016 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 15.07.2016 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, 7 मई, 2026

का.आ. 845.—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 (57/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-118]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 845.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 57/2024) 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)-118]

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. 57/2024

Registered on:-16.10.2019

Ram Bhajan S/o Sh. Khem Pal R/o 104 Bhausa Tibba Labour Colony, Panchkula, Mansa Devi Sector 5, 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 11.08.2017 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that his total wages comes under the ambit of tax free limit. He was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

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

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

6. 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 11.08.2017 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

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

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

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

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

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

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

19. 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 11.08.2017 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

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

25. Present workman employed on 11.08.2017 and was terminated on 27.10.2018 (less than 2 years), so he is entitled for Rs.20,000/-.

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 7 मई, 2026

का.आ. 846.—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 (56/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-119]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 846.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 56/2024) 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)-119]

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. 56/2024

Registered on:-16.10.2019

PardesiS/o Sh. Kalu Ram R/o Beed 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 01.04.2014 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, 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 01.04.2014 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 01.04.2014 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 01.04.2014 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

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, 7 मई, 2026

का.आ. 847.—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 (55/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-120]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 847.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 55/2024) 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)-120]

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. 55/2024

Registered on:-16.10.2019

Mahinder S/o Sh. Sukh Ram R/o 156 Ram Purseuri, 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 16.08.2012 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to him. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from 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 23.07.2025.

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

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 7 मई, 2026

का.आ. 848.—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 (54/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी-I)-121]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 848.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 54/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court 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)-121]

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. 54/2024

Registered on:-16.10.2019

Vijay Kumar S/o Sh. Mohan Lal R/o 124 Near Khera, Village Rajipur, Kalka, Panchkula.

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

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

4. Notice of the petition was given to respondents.

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

6. 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 01.09.2012 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, PO-cum-Link Officer

नई दिल्ली, 7 मई, 2026

का.आ. 849.—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 (53/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-122]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 849.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 53/2024) 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)-122]

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. 53/2024

Registered on:-16.10.2019

Kale S/o Sh. Maan Singh R/o 506 Labour Colony, 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 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 28.10.2016 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 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 28.10.2016 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 28.10.2016 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 28.10.2016 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, PO-cum-Link Officer

नई दिल्ली, 7 मई, 2026

का.आ. 850.—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 (66/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी-I)-123]

सलोनी, उप निदेशक

New Delhi, the 7th May, 2026

S.O. 850.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 66/2024) 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)-123]

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. 66/2024

Registered on:-16.10.2019

Jagdish S/o Sh. Rulda R/o Gumthala, Chandi Mandir 391, Panchkula, Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. Foundation For safety, Head Office-5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safai karamchari on 15.08.2015 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. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

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

Evidence of respondent no.1:-

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

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

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 15.08.2015 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

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

Findings:-

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

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

13. Thus Hon'ble Supreme Court has clarified that the definition of workman also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of Section 2(s) from which it can be infer that only person employed on regular basis or a person employed for doing

whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the applicant herein admittedly falls within the definition of 'workman' under Section 2(s) of the Act.

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

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

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

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

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

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

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

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

19. Workman in his deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. He also stated that he was appointed on 15.08.2015 and he was paid minimum wages prescribed by Central Government and was working with respondent no.1. He was not given any compensation before terminating his services on 27.10.2018. In his cross examination, he has further stated that his salary used to be credited in his bank account. But he has not placed on record any bank account, in which his salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

21. It is also added here that there is no iota of evidence that any unfair labour practice used by respondent no.1 by entering into contract with contractors for supply of safai karamcharis and agreement executed between

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

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

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

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

24. Present workman employed on 15.08.2015 and was terminated on 27.10.2018 (More than 2 years and less than 5 years), so he is entitled for Rs.30,000/-.

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 6 मई, 2026

का.आ. 851.—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 (68/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी-1)-113]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 851.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.68/2024) 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)-113]

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. 68/2024

Registered on:-16.10.2019

Satish Kumar S/o Sh. Sobha Chand, R/o Village Kharak Mangoli, Panchkula Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. Foundation For safety, Head Office-5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

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

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

4. Notice of the petition was given to respondents.

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

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

Evidence of workman:-

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

Evidence of respondent no.1:-

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

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

Submissions of workman:-

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

Submissions of respondent no.1:-

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

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

Findings:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 6 मई, 2026

का.आ. 852.—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 (69/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-112]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 852.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 69/2024) 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)-112]

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. 69/2024

Registered on:-16.10.2019

Ruk Mani W/o Sh. ParkashR/o 403 A Chuna Bhatti Road, Gate No.1 Chandi Mandir P.O. Saket, Chandi Mandir Cantt., Panchkula Haryana.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), Chandi Mandir Cantt. Panchkula, Haryana.
2. M/s A.A. Foundation For safety, Head Office-5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that she was appointed as sweeper/safai karamchari on 02.01.2015 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to her. Management has unlawfully deducted 12% EPF share, 1.75% ESI and Rs.300/- as TDS from his salary despite of the fact that her total wages comes under the ambit of tax free limit. She was working under respondent no.1 directly, but respondent no.1 in order to avoid its liability always shows his employment in record under different contractors, which tantamount to unfair labour practice.

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

4. Notice of the petition was given to respondents.

5. Respondent no.1 filed reply to the claim petition maintaining therein that the workman has not come to the Court with clean hands as she was appointed as sweeper by respondent no.2 (contractor) at minimum wage rate as prescribed by the Central Government. As per Government Policy dated 18.03.2011 (Ex.R-1), Non-Cantonment Military Stations have been authorized to outsource conservancy safaiwala. The answering respondent entered into contract with various private agencies for outsourcing of sweepers (safai karamcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safai karamcharis to provide conservancy services in 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. It is pertinent to mention here that respondent no.2 was proceeded ex parte on 07.05.2024.

Evidence of workman:-

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

Evidence of respondent no.1:-

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

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

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 02.01.2015 as sweeper and her services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

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

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

Findings:-

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

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

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

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

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

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

16. It is also added here that respondent no.1 has also placed on record documents Ex.R-1 to Ex.R-4. Ex.R-2 is the contract agreement between respondent no.1 & 2. Thus, from the adduced evidence, it emerges that workman was

paid salary by the contractor and she was being controlled and supervised by the contractor. Thus, there does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

19. Workman in her deposition has clearly stated that there was non-compliance of Section 25F, 25G and 25H of the Act. She also stated that she was appointed on 02.01.2015 and she was paid minimum wages prescribed by Central Government and was working with respondent no.1. She was not given any compensation before terminating his services on 27.10.2018. In his cross examination, she has further stated that her salary used to be credited in his bank account. But she has not placed on record any bank account, in which her salary was credited in order to enable this Court to see who was making payment to the workman. However, there is no denial that the workman was paid salary by respondent no.2 (contractor). However, from the agreement dated 05.07.2018 (Ex.R-2) placed on file by respondent no.1, it emerges that safai karamcharis were provided by respondent no.2 (contractor) to work with respondent no.1. Thus, workman was employee of respondent no.2 and not of respondent no.1 as has been discussed above. There does not exist any relationship of employee and employer between the workman and respondent no.1. However, there exists relation of employee and employer between the workman and respondent no.2.

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

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

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

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

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

24. Present workman employed on 02.01.2015 and was terminated on 27.10.2018 (more than 2 years and less than 5 years), so she is entitled for Rs.30,000/-.

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 6 मई, 2026

का.आ. 853.—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 (70/2024) प्रकाशित करती है।

[सं. एल -12025/01/2026-आई आर (बी- I)-111]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 853.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 70/2024) 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)-111]

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. 70/2024

Registered on:-16.10.2019

Chanderpal Singh S/o Sh. ParbhuDyal, R/o Rasulpur, Rithuli, Rashol, BulandShar, Uttar Pradesh.

----- Workman

Versus

1. Admn. Commander Station Head Quarter (Civil Defence), ChandiMandirCantt. Panchkula, Haryana.
2. M/s A.A. Foundation For safety, Head Office-5919, DLF City, Face-4, Gurugaon-122022.

----Respondents

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

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

Respondent no.2 already ex parte.

Award :10.03.2026

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

2. It is maintained by the workman in the claim petition that that he was appointed as sweeper/safaikaramchari on 01.09.2018 by respondent no.1 at minimum wages prescribed by the Central Government. But the said minimum wages were never paid to 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 safaikaramcharis 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 further maintained that the workman has completed 240 days in the preceding year from the date of his termination. 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 (safaikaramcharis). In July 2018, the answering respondent entered into contract with M/s AA Foundation for safety and M/s Sunrise Facilitator Pvt. Ltd. through e-tendering for outsourcing of safaikaramcharis to provide conservancy services in ChandiMandir Military Station for the financial year 2018-19. Respondent no.2 submits bill for payment for the days the safaikaramcharis performed their duties and answering respondent is only responsible to forward these bills to PCDA Western Command Chandigarh to release payment directly to the contractor's account. Salary is paid to the workman by the contractor. Compliance of PF, ESI Rules etc. is carried out by the contractor as per contract agreement. Answering respondent has no responsibility of disbursement of wages and deduction of EPF and ESI etc. The workman and other safaikaramcharis formed union in the headquarter, which is not permitted and also carried out demonstration inside the premises of Station Headquarter on 27.10.2018 and failed to perform his duties. Thereafter, answering respondent asked respondent no.2 to ask the workers to perform their duties. Answering respondent has no role or responsibility for termination services of the workman. There is no relationship of employer and employee between the answering respondent and the workman. In view of Army Headquarter Letter, the civilian employees of the answering respondent cannot organize themselves into trade unions as station headquarter is an administrative office of the Government of India. In spite of that, workman along with other safaikaramcharis formed union unauthorizedly and indulge in unlawful activities. It is maintained that workman is the employee of contractor and therefore, termination is the prerogative of the contractor. It is prayed that the claim be dismissed.

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

Evidence of workman:-

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

Evidence of respondent no.1:-

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

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

Submissions of workman:-

9. While arguing the case, AR for workman contended that in this case, workman was appointed by respondent no.1 under a camouflage agreement with respondent no.2. The workman was appointed directly by respondent no.1 on 01.09.2018 as sweeper and his services were dispensed with on 27.10.2018 without any reason in violation of Section 25F, 25G and 25H of the Act as no compensation was paid to the workman and junior to him were retained in service and fresh appointment were made after termination of the workman. So far as the agreements between the respondent no.1 & 2 are concerned, they are totally not tenable and is unfair labour practice. The work performed by the workman is of perennial in nature. The contractor was not having any license. The contractor has left after three months. No domestic inquiry was held before terminating the service of the workman, which is mandatory under the Act.

Submissions of respondent no.1:-

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

11. Moreover, it is also contended that the workman **has worked for less than two months i.e. from 01.09.2018 to 27.10.2018**, whereas, workman has pleaded that he has worked for 240 days in the preceding years from the date of his termination.

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

Findings:-

13. The first contention regarding the applicant is that whether applicant comes within the definition of workman as is defined in Section 2(s) of the Act. I may mention that applicant was appointed as sweeper as per his claim petition and affidavit submitted before the Tribunal. In plain words the applicant was performing his duties as labourer/unskilled worker. 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 has pleaded that he was appointed on 01.09.2018 and his services were terminated w.e.f. 27.10.2018. This fact has also been pleaded by him in his affidavit. How he has worked 240 days in the preceding year of his termination on 27.10.2018 is not at all understandable. The workman has filed a false affidavit before the Court regarding his claim for working for 240 days in preceding year from the date of his termination.

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

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

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

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 6 मई, 2026

का.आ. 854.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय नं 4 पुणे के पंचाट (171/2019) प्रकाशित करती है।

[सं. एल -39025/01/2026-आई आर (बी- II)-45]

सलोनी, उप निदेशक

New Delhi, the 6th May, 2026

S.O. 854.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 171/2019) of the *Indus.Tribunal-cum-Labour Court No. 4 Pune* as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen.

[No. L-39025/01/2026- IR (B-II)-45]

SALONI, Dy. Director

ANNEXURE

Received on : 20/05/2019

Registered on : 20/05/2019

Decided on : 21/01/2026

Duration : 06 Y, 08 M, 01 D

BEFORE PRESIDING OFFICER, LABOUR COURT NO. 4, PUNE

(Presiding Officer : K. S. Jadhav)

Reference (IDA) No. 171 of 2019

[CNR No. MHLC120003892019]

BETWEEN

Shubhendra Kamalesh Bhandarkar

Age : 49 Yrs.,

‘Manas’ 107/19, Bharti Niwas Housing Society, **...First Party**

Prabhat Road, Lane No.14, Pune 411 004

AND

Central Bank of India,

Zonal Office 317, M. G. Road, **...Second Party**

Pune 411 001.

Appearances :

Shri. N. A. Kulkarni, Ld. Advocate for First Party.

Shri. R. P. Shaligram, Ld. Advocate for Second Party.

AWARD

This is a reference between workman and his employer to adjudicate upon the dispute arising out of termination of his service vide Section 2A of the Industrial Disputes (Amendment) Act, 1947 [in short, ‘the Act’] as if it was a dispute referred to this Court by the appropriate Government in accordance with the provisions of the Act.

2. Initially, the first party made an application to the Conciliation Officer of the appropriate Government for conciliation of the dispute. But in vain. The Conciliation Officer of the appropriate Government did not conciliate the dispute or refer the same to this Court till expiry of 45 days. Hence, the first party approached this Court after expiry of such 45 days.

Statement of Claim :

3. The case of the First Party as per Statement of Claim (Exh.U-1) in nutshell is : He was in employment with the second party as Clerk from 26.08.1991. He was elected as General Secretary of Central Bank Employees’ Congress, Pune, Recognized Union by the Bank in the year 2010. In such capacity, he had filed Writ Petition No. 6192/2015 before Hon’ble Bombay High Court challenging the Circular dated 26.06.2015 issued by the second party Bank. It was disposed of by recording statement on behalf of the Bank and thereby the bank was constrained to deduct the amount of union levy from the arrears payable to the employees arising out of implementation of Xth bi-partite settlement and pay over to the concerned union.

4. On that count, the second party issued a charge-sheet dated 09.09.2015 to the first party alleging that he committed a misconduct in respect of Regional Manager of Aurangabad region shri. K. C. Prakash. The First Party objected to it calling it illegal and contrary to the Circular dated 25.05.1995; a memo dated 26.08.2014 given by the second party was replied by the first party on 04.09.2014; then till 09.09.2015, he was not issued any charge-sheet and thereby the reply of the Second Party was deemed satisfactory as he was not issued charge-sheet within one month. However, domestic enquiry was conducted against him. He was not allowed to be represented by Subhash Chaudhary on the ground of retirement from service. Subhash Chaudhary though an ex-employee is an office bearer of the union. The first party was not allowed to conduct cross-examination of shri. Prakash, still his report was considered by the Enquiry Officer. The second party also examined shri. M.F. Noor, but he admitted that there was only discussion between the first party and Prakash. The first party was not allowed to examine Subhash Chaudhary and others as witnesses. Though he was held guilty as a result of the enquiry, but the enquiry is not legal and the findings recorded by the Enquiry Officer are perverse. The first party replied the show cause notice, but it was not considered. His services were terminated on 12.06.2017. On the date of termination of the first party, Reference (IT) No.48/2015 was pending before Industrial Court, Pune. Still the second party illegally terminated his services without following provision of Section 33(2) (b) of the Act and it is void-ab-initio. It is therefore prayed that the Second Party be directed to reinstate the First Party with continuity of service, full back wages and all consequential benefits. The reference be answered in favour of the First Party.

Written Statement :

5. The Second Party filed Written Statement (Exh.C-4) denying all the adverse allegations against it. Its crux is that : on 04.10.2010 at 1.00 pm the first party leading a group of 07 to 08 people prevented shri K. C. Prakash,

Regional Manager, Aurangabad Region in front of bank premises at 317, M.G. Road, Camp, Pune from boarding his car after review meeting at Zonal Office, Pune. He kept on arguing in spite of invitation to come to office for discussion in the matter. Thus, he created unpleasant situation on the road and thereby committed gross misconduct. On that count, the second party issued him charge-sheet dated 09.09.2015 for committing misconduct under para- 5(j) and (l) of the Disciplinary Action Procedure as laid down in the Memorandum of Settlement dated 27.05.2002.

6. The enquiry was conducted against him. The documentary evidence was produced before the Enquiry Officer. The second party examined witnesses shri. Prakash and shri. Noor. The opportunity was given to the first party to conduct their cross-examination. Neither witness nor document was produced by him. He was allowed to be represented by defence representative. Thereafter, the Enquiry Officer held him guilty. The copy of the findings was forwarded to him. He commented thereon. Thereafter, he was served the proposed final order dated 15.05.2017. The said proposed order was fixed for hearing on 25.05.2017. Accordingly, the first party availed opportunity. Thereafter, his services were terminated by letter dated 12.06.2017 under clause 6(b) of Memorandum of Settlement on Disciplinary Action Procedure for Workmen, 2002. The enquiry conducted against him is legal. The findings recorded by the Enquiry Officer are not perverse. He is not entitled to any reliefs. His case is false and is liable to be dismissed.

7. Following **Issues** are framed by my Ld. Predecessor below Exh.O-3. Out of them, Issues No.1 and 2 are already decided as Preliminary Issues by order dated 13.02.2024 by my Ld. Predecessor. I am now deciding rest of the Issues as follows :

	ISSUES	FINDINGS
1)	<i>Does the First Party prove that the enquiry conducted by First Party against him is not legal, fair and proper ?</i>	Yes By order dated 13.02.2024.
2)	<i>Does the First Party prove that the findings recorded by the Enquiry Officer are perverse and not based upon the evidence and materials before him ?</i>	Yes By order dated 13.02.2024.
3)	Does the Second Party prove that the charge of misconduct levelled against the First Party is proved to the satisfaction of this Court by acceptable evidence if the misconduct is not proved before Enquiry Officer ?	.. ‘Yes.’
4)	Does the First Party prove that the Second Party has illegally terminated to him from service ?	.. ‘Yes.’
5)	Whether the Second Party is entitled for reinstatement with continuity of service and full back wages along-with consequential benefits as prayed for ?	.. ‘Partly Yes.’
6)	What award ?	.. ‘Reference is Partly Allowed’

REASONS

8. As per the case record, in the order passed by my Ld. Predecessor on Preliminary Issues on 13.02.2024, it was held that the enquiry conducted against the First Party is not legal, fair, and proper, and the findings recorded by the Enquiry Officer are perverse and not based upon the evidence and materials before him. Accordingly, he has answered Issues No.1 and 2.

Arguments :

9. Ld. Advocate for **second party argued** that first two Issues were taken up as preliminary Issues. As per order passed by Id. predecessor of the Court on 13.02.2024, it was held that the enquiry was not fair, legal, proper and the inferences drawn are perverse and thus that enquiry was vitiated. The burden of proof is on the first party. Perusal of the charge-sheet reflects that there is single specific charge against the first party of surrounding (Gheroing) shri. K. C. Prakash on public road after official working hours by the first party and 7 - 8 co-workers. The second party has examined two witnesses. The witness shri. Prakash is the sufferer of the misconduct of the first party. During his examination-in-chief, he reiterated the incident mentioned in the charge-sheet as it is. He has reminded intact during his detail cross-examination. Second witness shri Mohammed Noor has supported the version of shri. Prakash during his examination-in-chief. It shows that the incident dated 04.10.2013 at about 10 p.m. had actually happened. He has reminded firm on his stand during his cross-examination. On the other hand, the only first party witness shri. Bhandarkar has himself admitted his presence at the spot of incident at the relevant time. The presence of shri. Prakash is also admitted by him at page-6 of his chief-examination. Thus second party has proved the charge by adducing material oral and documentary evidence on yardstick of preponderance of probabilities. During his cross-examination para-18, the first party has admitted that he was earning and maintaining his family on his own, there is no documentary evidence that he searched for other job/s. Facts of the case-law cited are different from the facts of this case. It is not clarified as to Reference for what was pending; how the first party related to that Reference and therefore the case-law cited is not applicable to this case. Considering all aspects, the Reference be rejected with costs.

10. Ld. Adv. for **First Party** argued in detail in lines with his Statement of Claim, oral and documentary evidence relied upon, its relevance to the case in his view has been mentioned in detail. It is submitted that the first party joined the second party as a clerk. He was a union leader. Bank witness shri. Prakash has admitted this in his cross-examination. The first party was instrumental in filing Writ Petition No. 6192/2015 before Hon'ble Bombay High Court challenging the Circular dated 26.06.2015 issued by the second party Bank. It was disposed of by recording statement on behalf of the Bank and thereby the bank was constrained to deduct the amount of union levy from the arrears payable to the employees arising out of implementation of Xth bi-partite settlement and pay over to the concerned union. This became a trigger point and second party started targeting the first party. Issuance of charge-sheet of stated incident of 04.10.2016 i.e. 02 years after its alleged occurrence on 09.09.2016 is the biggest proof in that regard. Memo was given to first party on 26.08.2014 and he submitted his reply to that and the issue was closed there itself. Perusal of the letter dated 18.03.2015 by HR Manager to the field Manager i.e. the communication between two senior bank officers reflects that nothing was there in that matter; multiple objections were raised in that letter. In spite of it, the charge-sheet was issued. Perusal of the Circular of the bank dated 25.05.1995 makes it clear that charge-sheet was illegally issued in contravention to that Circular. The first party had filed a Writ Petition before Hon'ble Bombay High Court and in the order in that case, all the points and contentions have been kept open. After conducting the so called enquiry the service termination order dated 12.06.2017 was issued. Reference (IT) No.48/2015 was pending in the Hon'ble Industrial Court, hence, the bank ought to have filed Approval Application as per Section 33 (2) (b) of the Act, but the second party violated that provision. As held in the verdict of **Duncan Engineering Ltd. Vs. Ajay C. Shelke [2022(1) Mh.L.J 485]** that termination order is *void-ab-initio*. Bank witness Shri. Prakash has admitted in his cross-examination that shri. Bhope was not a member of my union then why shall I gherao shri. Prakash. If there was grave incident, then why no any police complaint was filed. It is because nothing serious happened. Evidence of bank witness shri. Noor recorded in enquiry proves it. Without actually admitting, but only or a moment for the sake of argument, if we consider happening of the stated incident, still the punishment inflicted is shockingly disproportionate. Section 11 (a) of the Act needs to be considered. In my Statement of claim para-11, it is specifically mentioned that I searched for the job but could not get it due to termination by the second party. Hence, the Reference be allowed as claimed.

Preliminary Issues Order :

11. As per case record, my Id. Predecessor passed order (Exh.O-4) on 13.02.2024 deciding preliminary Issues No.1 and 2 holding that 'the enquiry conducted against the First Party is not legal, fair and proper and that the findings recorded by Enquiry Officer are perverse and not based upon the evidence and materials before him.'

Evidence :

12. **Second Party** has examined shri. K. Chandra Prakash as Second Party witness – 1 at Exh.C-34 and shri. Mohammad Firdaus Noor as S.P.W.-2 at Exh.C-44. Reliance is also placed on the documentary evidence.

13. To substantiate the claim, **First Party** examined himself as Shubhendra K. Bhandarkar as First Party witness-1 at Exh.U-11. Reliance is also placed on the documentary evidence.

AS TO ISSUE NO. 3 :

14. At this juncture, it is to be examined whether the charge of misconduct levelled against the First Party is proved to the satisfaction of this Court by acceptable evidence.

15. It is the allegation of second party that the first party has committed misconduct on 04.10.2013 at about 10 pm by leading a group of 07 to 08 people prevented shri K. C. Prakash, Regional Manager, Aurangabad Region in front of bank premises at M.G. Road, Camp, Pune from boarding his car after review meeting at Zonal Office, Pune and that he kept on arguing in spite of invitation to come to office for discussion in the matter and thereby he created unpleasant situation on the road. The first party has denied the charge *in toto*.

16. S.P.W.-1 shri. Prakash deposed in his examination-in-chief that in the year 2013, he was Regional Manager at the second party bank till 31.07.2022. On 04.10.2013, he had been to Pune for Regional Manager's review meeting. After having dinner, he was coming back to board his office car. It was parked near Zonal Office. While entering into Car, a group of 7 to 8 members gheraoed him and started arguing regarding posting of shri. Bhope. He told them that it is not right place and time to discuss official matter. He also told them to come to Aurangabad. The first party shri. Bhandarkar and Subhash Choudhary were in the said group. His driver helped him to enter into the car. At that time, shri. Noor, the then Assistant General Manager was present there. He lodged a complaint (Exh.C-35) with the Zonal Manager, Pune and its copy was sent to Central Office, Mumbai. The copy of charge-sheet dated 09.09.2015 (Exh.C-36) bears signature of Anand J. Sharma, Chief Manager, Zonal Office, Pune. The first party was removed from service with superannuation benefits as per order (Exh.C-37). Its administrative order dated 12.06.2017 is at Exh.C-38. The original complaint dated 07.10.2013 is at Exh.C-40. The original complaint dated 07.10.2013 is at Exh. C-41.)

17. In the continued contest, perusal of document (Exh.C-4) reads that it is the written complaint given by shri. K. C. Prakash against the first party narrating the incident dated 04.10.2013 at about 10:00 p.m. Here, ld. advocate for second party argued that oral deposition of the witness is duly corroborated by his written complaint (Exh.C-4) regarding the misconduct of the first party.

18. Bare perusal of his cross-examination indicates that the witness has stuck up to his case and there does not appear any vital admission detrimental to the case of second party that the first party has committed misconduct on 04.10.2013 at about 10 pm by leading a group of 7 to 8 people prevented shri Prakash, Regional Manager, Aurangabad Region in front of bank premises at M.G. Road, Camp, Pune from boarding his car after review meeting at Zonal Office, Pune and that he kept on arguing in spite of invitation to come to office for discussion in the matter and thereby he created unpleasant situation on the public road.

19. Ld. Advocate for second party pointed out during argument that perusal of para-7 of his cross-examination and more particularly the suggestion given on behalf of the first party that 'all regional managers were invited for the meeting dated 04.10.2013 and they had attended the said meeting' indicates that presence of shri. Prakash (Regional Manager of Aurangabad Zone) and thereby happening of the incident dated 04.10.2013 is not totally denied nor disputed by the first party.

20. Ld. Advocate for first party argued that this witness has admitted in his cross-examination para-6 that shri Bhope was not a member of Central Bank Employees Congress union of which the First Party was Secretary, hence, the first party had no concern with the grievance of shri. Bhope and there was no reason to gherao shri. Prakash for any problem of shri. Bhope. Ld. Advocate for second party replied that this analogy has no substantial merit. In my view, it cannot be denied that it also happens that even though a particular workman is not a member of a union, still the office bearer of the union do advocate the cause / grievance of such workman because his such benevolent type action appeals to that workman and it impresses upon him that even though he not being a member of that union, still that union is advocating his cause. It creates some affection in his mind for the union due to which he may think of joining that union. Such action also would be helpful to the office bearer to create his image that he advocates for the cause of the workmen irrespective of union, to become a mass leader. Hence, in my considered opinion, the submission on behalf of the first party does not seem to have tangible merit.

21. S.P.W.-2 shri. Noor testified in his examination-in-chief that in the year 2013, he was Assistant General Manager at the regional officer of Central Bank of India. He was in the employment till 31.01.2020. On 04.10.2013, He was working in Regional Office, Pune. There was a meeting of Regional Managers at Zonal Office, Pune. After the meeting, they had been to dinner. After having dinner, they were coming back to Regional Office. The office car of Regional Manager shri Prakash was parked there. There were 7 to 8 people waiting near the said car. While entering into the car, the first party shri. Bhandarkar stopped them. He wanted to talk with shri. Prakash regarding transfer of someone. Shri Prakash told him that it is not right place and time to discuss official matter. He also told him to come to the office. The first party shri. Bhandarkar insisted him to give assurance. At that time, shri Prakash told him to witness the matter.

22. Perusal of his cross-examination shows that he has remained firm on his stand taken in examination-in-chief.

23. Upon examining the oral and documentary evidence in context of the factual matrix of this case, it reflects that the Second Party has adduced substantial tangible evidence on record to prove that the first party has committed misconduct on 04.10.2013 at about 10 pm by leading a group of 7 to 8 people prevented shri Prakash, Regional Manager, Aurangabad Region in front of bank premises at M.G. Road, Camp, Pune from boarding his car after review meeting at Zonal Office, Pune and that he kept on arguing in spite of invitation to come to office for discussion in the matter and thereby he created unpleasant situation on the road.

24. F.P.W-1 shri. Bhandarkar reiterated allegations in his Statement of Claim in his examination-in-chief affidavit. He has also relied on the documentary evidence i.e. Memorandum of Settlement dated 10.04.2002 (Exh. U-13), Circular of the Bank dated 26.06.2015 (Exh.U-14), Order passed by the Hon'ble Bombay High Court in Writ Petition No.6192/2015 (Exh.U-15), Circular dated 20.07.2015 (Exh.U-16), Statement of account about levy deduction and credit to union account (Exh.U-17), Circular of Bank dated 25.05.1995 (Exh.U-18), Letter of the Central Office to Field General Manager, Zonal Office Pune dated 18.03.2015 (Exh.U-19) and Order passed by the Hon'ble Bombay High Court in Writ Petition No.11563/2015 (Exh.U-20).

25. Ld. Advocate for second party pointed out that he has not denied in his cross para-17 that shri Noor (S.P.W-2) was along with shri Prakash (S.P.W-1) at the relevant time. In my view, perusal of his cross-examination indicates that he has remained firm on the core of Second Party case that the first party has committed misconduct on 04.10.2013 at about 10 pm by leading a group of 7 to 8 people prevented shri Prakash, Regional Manager, Aurangabad Region in front of bank premises at M.G. Road, Camp, Pune from boarding his car after review meeting at Zonal Office, Pune and that he kept on arguing in spite of invitation to come to office for discussion in the matter and thereby he created unpleasant situation on the road.

26. In my considered view, upon examination of the oral and documentary evidence adduced by both the sides in light of the verdict and case record, it reflects that second party has proved on preponderance of probabilities that the incident dated 04.10.2013 at about 10 p.m. at Mahatma Gandhi Road, Camp, Pune in premises of the Zonal Office of the First Party Bank had happened that the first party along with 7 to 8 persons prevented shri K. C. Prakash from boarding in his car, argued with him on public road and insisted to take immediate decision of posting of shri. Bhope, the Branch Manager of Osmanabad, creating unpleasant situation on the public road.

27. In my opinion, the action of second party to obstruct his very senior officer on public road and preventing him from boarding his car after completion of office work etc and arguing with him regarding official work on public road do amount to misconduct. Hence I answer Issue no.3 in the 'Affirmative'.

AS TO ISSUE NO. 4 :

28. Now, the next point under consideration here is whether the misconduct is so grave as to terminate the second party from service ?

29. On this aspect, ld. advocate for first party argued that there is no charge against the first party that he physically assaulted or thereby injured shri Prakash and hence the punishment given to the second party is shockingly disproportionate; due process was not followed and this is illegal victimization of the first party.

30. Ld. Advocate for second party submitted that conjointly obstructing the senior officer on public road at night in presence of public by 7-8 persons to force shri Prakash to take decision regarding shri Bhope is very very serious misconduct and hence the punishment inflicted is just, legal and proper.

31. Ld. Advocate for First Party drew my attention to the Circular of the Second Party Bank dated 25.05.1995 (Exh.U-18) core of which reads as : 'Further to our above Circular, it is hereby clarified that the Disciplinary action will be treated as pending only from the date of Charge-sheet for the purpose of withholding promotion, terminal benefits, acceptance of resignation / voluntary retirement, etc. This will, however, not cover the cases where R. C. has been registered by the Central Bureau of Investigation against the Bank Officials. Such cases shall be out of the purview of this Circular.

32. In cases not involving vigilance angle, where explanation is called by way of a memo / communication from concerned employee, he should be informed within a period of one month from the date of receipt of complete reply as to whether the explanation is satisfactory or not. If he is not informed in writing within a period of one month from the date of receipt of complete reply, then it shall be deemed as satisfactory. In case the explanation to the memo / communication is not found satisfactory, and charge-sheet is necessitated to be issued, then the same should be served within a period of two months from the date of letter written to the concerned employee. However, this time- frame will not apply to vigilance cases.'

33. Ld Advocate for First Party further pointed out that in the letter of General Manager – H. R. D. at Central Office of the Second Party Bank had written letter (Exh.U-19) to the Field General Manager at Zonal Office, Pune regarding this case. It has mention that 'the issue was more than 01 year old and appropriate time to examine it was October-2013; the statement of shri. Prakash does not contain description of any physical threat; ingredient and intensity of the threat....'

34. Upon examining all aspects in light of the above circular (Exh.U-18) and the communication (Exh.U-19) *supra*, and also the provision contained in section 33 (2) (b) of the Act, it reflects that due process was not followed while terminating the service of the First Party.

35. In my considered view, we are the largest democracy of the World. We are governed by the Constitution of India, the supreme law of the land. Article 19 of the Constitution provides for fundamental right of freedom of speech and expression. It appears that the workers union was formed in exercise of that right. The first party had taken up the grievance of shri. Bhope because his appointment / posting was of Osmanabad which falls under zone of Aurangabad

of which shri Prakash was zonal Manager at that time and was the authority to take decision in that regard. Fairly raising a dispute of a workman by a union office bearer workman colleague can be understood in this context. However, in this case, it is necessary to note that the first party raised the issue outside the bank office that too at night time 10 p.m. which is much later after the official working hours of the bank. Moreover, insistence to take such official work decision immediately on public road is not proper at all. Gheraoing of very senior officer by 7-8 workmen in the quest of immediate resolution of a workman problem of official nature is also not justifiable. It is equally true that there is no case of physical assault or abuse in filthy language by first party to shri Prakash. Upon examination of all mitigating and aggravating factors, in my considered view, though there is misconduct by first party, it is not so grave to terminate his service. Hence, I answer Issue No.4 in the 'Affirmative'.

AS TO ISSUE NO. 5 :

36. The Second Party has claimed his reinstatement, full back wages and consequential benefits. The First Party has strongly opposed the claim.

37. As inferred *supra*, upon examination of all mitigating and aggravating factors, in my considered view, though there is misconduct by first party, it is not so grave to terminate his service and that the First Party was illegally terminated from the services of the Second Party. Hence, it becomes clear that the first party is entitled to the claim of reinstatement.

38. As discussed in detail *supra*, it is on record that the action of second party to obstruct his very senior officer on public road and preventing him from boarding his car after completion of office work etc and arguing with him regarding official work on public road do amount to misconduct. On the other hand, F.P.W.-1 Bhandarkar has admitted in his cross-examination para-18 that he was earning and maintaining his family on his own and that there is no documentary evidence that he searched for other job/s. Keeping in mind all these aspects in light of the case record, it will be just and proper to grant 50% back wages and consequential benefits to First Party. Accordingly, I answer Issue No.5 as 'Partly as directed'.

AS TO ISSUE NO. 6 :

39. As inferred *supra* upon detailed discussion in light of the verdict and case record, the First Party was illegally terminated from the services of the Second Party and that the first party is entitled to the claim of reinstatement, 50% back wages and consequential benefits from the date of termination of First Party i.e. from 12.06.2017 till his actual reinstatement in the original position. In the result, the reference deserves to be partly allowed. It will be proper to direct both the sides to bear their own costs. It will be appropriate to prescribe time frame for compliance of the directions.

40. Accordingly, I proceed to pass the following Award :

AWARD

The reference is hereby answered in Partly Affirmative.

- a) The Second Party is directed to reinstate the First Party in his original position on or before 20.03.2026.
- b) The Second Party to pay the 50% back wages and consequential benefits from the date of termination of First Party i.e. from 12.06.2017 till his actual reinstatement in the original position.
- c) Parties to bear their own costs.
- d) Copies of the award be sent to the appropriate Authority / Government for necessary information and action as per rules.

K. S. JADHAV, Presiding Officer

Date 21/01/2026

नई दिल्ली, 8 मई, 2026

का.आ. 855.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (90/2002) प्रकाशित करती है।

[सं. एल -12012/59/2000-आई आर (बी- 1)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 855.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 90/2002) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/59/2000- IR (B-I)]

SALONI, Dy. Director

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

Presiding Officer

Dated the 23rd day of March, 2026**INDUSTRIAL DISPUTE No. 90/2002**

[Old ID No. 61/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri G. Satyanarayana,
S/o G. Ramulu,
R/o Wadiaram(Po&V),
Chegunta(M),
Medak Dist.A.P.

... Petitioner

And

The Asst. General Manager,
(Personnel & HRD Department),
State Bank of India,
Local Head Office,
Bank Street, Koti,
Hyderabad-500095.

.....Respondent

Appearances:

For the Petitioner : Sri Macharla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjith Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/59/2000-IR(B.I) dated 13.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 61/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri G. Satyanarayana, by way of oral orders with effect from 31.03.1997 is justified? If not, what relief the workman is entitled?”

After receipt of the reference, it was numbered as ID No. 90/2002 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch

cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon'ble High Court of Andhra Pradesh and Hon'ble High Court vide its' judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the he joined the service of the Respondent Bank at the workman joined in the services of the Management Institution as Non Messenger on 1986 to 1996 and rendered unblemished service spreading over a period of about 8 years, and by dint of hard work till his services were terminated by oral orders with till his services where terminated by oral orders with effect from 1.04.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel “found suitable for permanent appointment” by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the

suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth, "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that

while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W9. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Notification. Ex. W2 is the Call letter for interview. Ex. W3 is the Panel list. Ex. W4 is the Service Certificate. Ex. W5 is the Service Certificate. Ex. W6 is the Service Certificate. Ex. W7 is the Employment card. Ex. W8 is the letter to employment exchange by Respondent. Ex. W9 is the circular letter dated 14.7.1999.

21. On the other hand, Respondent has examined witness MW1 Sri Aluru Rama Rao and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

23. Heard the argument of Learned Counsel for Workman as well as for Respondent.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?
- II. Whether the action of State Bank of India, in terminating the services of Workman Sri G. Satyanarayana, a Non-Messenger with effect from 31.3.1997 is justified?
- III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?
- IV. To what relief if any the Workman is entitled for?

Findings:-

25. **Point No.I:-** Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

“We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997.”

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, “Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed.” Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of **Allied Sales Corporation Secunderabad vs. The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon’ble Court have held:-**

“4. There was a settlement between the Management and the workmen under [Section 18\(1\)](#) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under [Section 18\(1\)](#) of the Industrial Disputes Act. There is no dispute that these settlements are under [Section 18\(1\)](#).

14. Now the Authority constituted under [Section 41\(1\)](#) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of [Section 40](#) of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under [Section 18\(1\)](#) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under [Section 18](#) of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the [Industrial Disputes Act](#), with extensive powers cannot be disputed. What we mean to say is that the Authority under [Section 41\(1\)](#) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under [Section 41\(1\)](#) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not.”

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred

to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322**, Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of 1his Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under [section 18 \(1\)](#) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. **Point No.II:-** Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In *M.P. Electricity Board v. Hariram* (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the Workman to show that he had completed 240 days of service."

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: "Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed

that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in [Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour Court, New Delhi and Anr., Chinnappa Reddy. J.](#), after noticing the amendment and referring to the decision in [Sur Enamel and Stamping Works \(P\) Ltd](#) case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service provision contained Under Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I have not been sponsored by any employment exchange. I did not undergo the regular process of selection before my engagement as temporary Non-Messenger in the branch."

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

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary

appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III:-** In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were

sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors**, AIR 1997 SC 3091, therein the Hon'ble Apex Court have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as Non-Messenger, in response to the advertisement issued by the bank and the union in the year 1989..... Further witness states that, " the panel was prepared basing upon the number of days of service, put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel.... Further, witness states that, "It is true that I am not having any documents to show that any of my juniors are continuing in service in the bank."

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

“(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in [Article 14](#) of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under [Section 2\(ra\)](#) read with Item 10 of the [Vth Schedule of the ID Act](#), the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007**, Hon'ble Supreme Court have held:-

“8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in [Articles 14](#) and [16](#) of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized.”

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71**, therein Hon'ble Supreme Court have held:-

“7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to [Article 14](#) of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review.”

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997**, therein Hon'ble High Court have held,

“Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastri award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act.”

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118**, therein Hon'ble Supreme Court have held:-

“ 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state.”

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement send absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for

absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. Point No.IV:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri G. Satyanarayana, Non-Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation Sri. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 23rd day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

WW1: Sri G. Satyanarayana

MW1: Sri Aluru Rama Rao

Documents marked for the Petitioner

Ex.W1: Photocopy of Notification

Ex.W2: Photocopy of Call letter for interview

Ex.W3: Photocopy of Panel list

Ex.W4: Photocopy of Service Certificate

Ex.W5: Photocopy of Service Certificate

Ex.W6: Photocopy of Service Certificate

Ex.W7: Photocopy of employment card

Ex.W8: Photocopy of letter to employment exchange by Respondent

Ex.W9: Photocopy of circular letter dated 14.7.1999

Documents marked for the Respondent

Ex.M1: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87

Ex.M2: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88

Ex.M3: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

Ex.M4: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991

Ex.M5: Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995

Ex.M6: Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996

Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997

Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.

Ex.M9:	Photocopy of statement of 1989 Non-messenger panel
Ex.M10:	Photocopy of statement of 1992 panel
Ex.M11:	Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
Ex.M12:	Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 8 मई, 2026

का.आ. 856.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (91/2002) प्रकाशित करती है।

[सं. एल -12012/88/2000-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 856.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 91/2002) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/88/2000- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 23rd day of March, 2026

INDUSTRIAL DISPUTE No. 91/2002

[Old ID No. 68/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri M. Ramakrishna,
27-560, Munnannagar,
Old Town,
Anantpur, Dist(A.P).

... Petitioner

And

The Dy. General Manager,
State Bank of India,
Zonal Office,
Renigunta Road,
Tirupathi.

..... Respondent

Appearances:

For the Petitioner : Sri Macharla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjith Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/88/2000-IR(B.I) dated 14.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 68/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

“Whether the action of the State Bank of India, JNTU Engg. College Branch in terminating Sri M. Ramakrishna, Messenger, from the services of the Bank by way of oral orders w.e.f 31.03.1997 is justified? If not, what relief he is entitled?”

After receipt of the reference, it was numbered as ID No. 91/2002 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon'ble High Court of Andhra Pradesh and Hon'ble High Court vide its judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon'ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon'ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon'ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal;

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the he joined the service of the Respondent Bank at the workman joined in the services of the Management Institution

as Messenger 1984 to 1986 and rendered unblemished service spreading over a period of about 3 years, and by dint of hard work till his services were terminated by oral orders with effect from 1.04.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel “found suitable for permanent appointment” by wait-listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth, “there will be no temporary appointments in the subordinate cadre”, except on a restrictive basis in the specified category, “from amongst empanelled candidates as per existing guidelines of the bank”. The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, “to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, “will be given another chance to appear for interview”.

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court

and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1.1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee

constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of

the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W3. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Service Certificate. Ex. W2 is the Panel list. Ex. W3 is the Caste certificate.

21. On the other hand, Respondent has examined witness MW1 Sri K. Bala Kotaiah and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

23. Heard the argument of Learned Counsel for Workman as well as for Respondent.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?
- II. Whether the action of State Bank of India, in terminating the services of Workman Sri M. Ramakrishna, a Messenger with effect from 31.3.1997 is justified?
- III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?
- IV. To what relief if any the Workman is entitled for?

Findings:-

25. **Point No.I:-** Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

"We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997."

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of **Allied Sales Corporation Secunderabad vs. The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon'ble Court have held:-**

"4. There was a settlement between the Management and the workmen under [Section 18\(1\)](#) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under [Section 18\(1\)](#) of the Industrial Disputes Act. There is no dispute that these settlements are under [Section 18\(1\)](#).

14. Now the Authority constituted under [Section 41\(1\)](#) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of [Section 40](#) of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under [Section 18\(1\)](#) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under [Section 18](#) of the Industrial Disputes

Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the [Industrial Disputes Act](#), with extensive powers cannot be disputed. What we mean to say is that the Authority under Section 41(1) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under [Section 41\(1\)](#) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not.”

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322**, Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of 1his Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under [section 18 \(1\)](#) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

“When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other induce- ments. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settle- ment as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we unhold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs.”

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. **Point No.II:-** Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock- out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held *"the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment."* In *M.P. Electricity Board v. Hariram (2004 (8) SCC 246)* the position was again reiterated in paragraph 11 as follows: *"The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."*

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the Workman to show that he had completed 240 days of service."

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: "Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained. move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in [Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour](#) Court, New Delhi and Anr., Chinnappa Reddy. J., after noticing the amendment and referring to the decision in [Sur Enamel and Stamping Works \(P\) Ltd](#) case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service provision contained Under Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo the regular selection process required for before my appointment."

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

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III:-** In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996

whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors**, AIR 1997 SC 3091, therein the Hon'ble Apex Court have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent

management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied in response to an advertisement issued by the Bank. ...

Further witness states that, "The panel was prepared basing upon the number of days of service, put in by the temporary employees and some of the employees whose names were included in the panel were given regular appointment basing on their seniority in terms of settlements entered between the Bank and the union..... Further, witness states that, "I am not having any document to show that any of my juniors are continuing in service."

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumbling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumbling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in [Article 14](#) of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) *Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and*

(v) *In order to constitute an unfair labour practice under [Section 2\(ra\)](#) read with Item 10 of the [Vth Schedule of the ID Act](#), the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.*

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007**, Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in [Articles 14](#) and [16](#) of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71**, therein Hon'ble Supreme Court have held:-

"7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to [Article 14](#) of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely lo be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review."

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997**, therein Hon'ble High Court have held,

"Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastri award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act."

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118**, therein Hon'ble Supreme Court have held:-

" 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state."

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner

was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement and absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. Point No.IV:- In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri M. Ramakrishna, Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 23rd day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the	Witnesses examined for the
Petitioner	Respondent
WW1: Sri M. Ramakrishna	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of Service Certificate
Ex.W2:	Photocopy of Panel list
Ex.W3:	Photocopy of Caste Certificate

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988
Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996

- Ex.M7: Photocopy of Memorandum of understanding dt. 27.1.1997
- Ex.M8: Photocopy of statements giving the particulars of 1989 messenger panel.
- Ex.M9: Photocopy of statement of 1989 Non-messenger panel
- Ex.M10: Photocopy of statement of 1992 panel
- Ex.M11: Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
- Ex.M12: Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 8 मई, 2026

का.आ. 857.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय हैदराबाद के पंचाट (92/2002) प्रकाशित करती है।

[सं. एल -12012/123/2000-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 857.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 92/2002) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12012/123/2000- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: **Sri IRFAN QAMAR**

Presiding Officer

Dated the 23rd day of March, 2026

INDUSTRIAL DISPUTE No. 92/2002

[Old ID No. 83/2000 of Industrial Tribunal No.I, Hyderabad]

Between:

Sri D. Ranganayakulu,

Ulavapadu(PO),

Ulavapadu (M),

Prakasham Dist- 523292.

... Petitioner

And

The Asst. General Manager,

State Bank of India,

Zonal Office, Region-II,

Tirupathi – 517501.

..... Respondent

Appearances:

For the Petitioner : Sri Macharla Rangaiah, Advocate

For the Respondent: Sri Y. Ranjith Reddy, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/123/2000-IR(B.I) dated 20.07.2000 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 to Industrial Tribunal No.I, Hyderabad for adjudication and later the same has been transferred to this Tribunal bearing ID No. 83/2000, as per orders of Central Government vide Lr.No.H-11026/1/2001-IR(C.II) dated 18.10.2001, requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of India, in terminating Sri D. Ranganayakulu, Ex-Temporary Messenger, Kodipi Branch by way of oral orders w.e.f 31.03.1997 is justified? If not, what relief he is entitled?”

After receipt of the reference, it was numbered as ID No. 92/2002 and notices were issued to both the Workman and the management.

2. Before unfolding the factual matrix of the instant industrial dispute it would be apposite to have a bird eye view of a chequered history of the instant industrial dispute. Earlier instant industrial dispute along with the batch cases was decided by this Tribunal vide common award dated 17.5.2005 and the reference was answered in favour of the Respondent and against the Workman. That said common award dated 17.5.2005 was challenged by the aggrieved Workmen in various Writ petition No.6470/2014 along with batch of writ petitions before the Hon’ble High Court of Andhra Pradesh and Hon’ble High Court vide its’ judgement dated 23.6.2014 allowed all batch of writ petitions and set aside the common award dated 17.5.2005 passed in ID No.222 of 2001 and other batch of ID cases by Central Government Industrial Tribunal cum Labour Court, Hyderabad and the Respondent management of State Bank of India was directed to reengage the Writ Petitioners in position, which they have been occupying prior to their termination and further directed to consider their cases for regularization as and when the substantive vacancy arises. This judgement dated 23.6.2014 of Hon’ble High Court of AP, passed in WP No.6470/2014 and batch petitions was challenged by Respondent management before the Hon’ble High Court in Writ Appeal No. 1268 of 2014. The aforesaid Writ Appeals No.1268/2014 and other Writ Appeals were decided by Division Bench of High Court of Andhra Pradesh by a common judgement dated 20.3.2019. Hon’ble High Court in aforesaid Writ Appeal was pleased to pass the order which is extracted as below:-

“ 7. Hearing the learned senior counsel for the SBI and the learned senior counsel for the contesting unofficial Respondents, we see that while the learned single Judge was justified in setting aside the award of the Tribunal, the proper course to be adopted was to remit all the cases to the Tribunal. This we say for reasons more than one. Firstly, in such matters, claims have to be decided on individual basis, as different persons have different claims as to the length of officiation or discharge of duties and functions; quality of engagement, drawings, accounting of the post for each one of them, who have worked etc. All these issues will not be the same in all the cases. Therefore, each case ought to have been directed to be decided by the Tribunal afresh on individual basis. The second and most important aspect is the learned single Judge has in one go ordered re-employment of all the workmen. This is not a relief that could have been granted without answering the individual issues; each issue relating to each case could not have been decided by the writ Court within the format of its adjudication procedures and scope. The adjudicating body, which has to do that activity, is the Industrial Tribunal. Therefore, we are of the view that while we would sustain the order of the learned single Judge insofar as it interfered and sets aside the award of the Tribunal, the further findings and directions, issued through the impugned order have to go and the individual cases have to be sent back for consideration of the Tribunal. Such further procedure before the Tribunal will have to be carried forward with the materials already on record and also by affording an opportunity to the persons, who have claims as well as the management to place their rival contentions and further material before the Tribunal. The learned counsel appearing for the workmen are justified in pointing out that enormous delay has already happened and further action by the Tribunal in this line may be expedited.

9. In the result, these writ appeals are ordered;

(1) affirming the impugned common order of the learned single Judge to the extent it sets aside the common award dated 17.05.2005 of the Industrial Tribunal!;

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

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

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

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

3. The factual matrix of instant industrial dispute as narrated by the Workman in his claim statement are that, the he joined the service of the Respondent Bank at the workman joined in the services of the Management Institution as Sweeper on 1987 to 1995 and rendered unblemished service spreading over a period of about 6 years, and by dint of hard work till his services were terminated by oral orders with till his services were terminated by oral orders with effect from 1.04.1997. Further, it is submitted that the management of Respondent bank decided to give a chance to temporarily employed personnel "found suitable for permanent appointment" by wait- listing them by offering permanent appointment or waitlisting till such opportunity arises.

4. That on 17.11.1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India - settlement one, under this settlement three categories of employees were listed. That is, A) those who have completed 240 days in 12 months or less after 1.7.1975. B) those who have completed 270 days in any continuous block of 36 calendar months after 1.7.1975. C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1.7.1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1.7.1975.

5. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee and the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank prescribed certain qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. The Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel would be valid upto December, 1991. Clause 10 of the settlement specifically provided that henceforth, "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The Workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30.8.1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per Clause 7 of the agreement, ie. Settlement No.1, the selected panel was to be valid upto December, 1991, the Workman submits that circular was issued on 26.4.91 by the said letter it is mentioned that the terms of the agreement dated 17.11.87 was modified vide second agreement dated 16.7.88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

6. Workman submits that there were total five settlements. The settlement dated 17.11.87 is the 1st settlement (Ex M1), settlement dated 16.7.88 is 2nd settlement (Ex M2), settlement dated 27.10.88 is the 3rd settlement (Ex M3), then settlement dated 9.1.91 is 4th settlement and settlement dated 30.7.96 is 5th settlement (Ex M6). In between there is minutes of conciliation proceedings dated 9.6.95 marked as Ex M5. That due to all these settlements which were extended by subsequent settlements thereby created reasonable expectations in the list of the selected candidates arose with that it's a question of time their appointments or services would be regularized in the services of the bank. The Workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

7. Further Workman submits that the Government of India issued Circular No. F-3/3/104/87-IR, dated 16.8.1990. Under said circular the chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Workman aggrieved by the inaction on the part of the management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 before Hon'ble High court of A.P.. It is specifically averred in the said writ petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the constitution of India. The Hon'ble High court of A.P. by order dated 5.3.97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of settlement before the expiry of March, 1997. The Hon'ble High Court also recorded finding that the Bank cannot escape its liability of enforcement of the Settlement. In view of the directions given by the High Court all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17.11.87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27.10.1988 whereby the panels were made alive upto 31.3.1997 under which the panel was valid upto December, 1999. The other agreement dated 16.7.1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27.10.1998 whereby the panels were made alive upto 31.3.1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the aforesaid directions given by the High Court and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25.3.1997, dated 27.3.1997 and 31.3.1997 instructing the various authorities of the Management not to continue the temporary employees those who

are in services of the bank from 1.4.97. The said order was followed by the Management. Aggrieved by the said action the Workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court and by way of Writ Petition No.9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25.3.97, 27.3.97 and 31.3.97 as illegal and also non-continuance of the Workmen therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

8. Further, Workman submits that in the counter affidavit filed in Writ Petition No.9206/97, the bank has submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent or need or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a façade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

9. The Workman submits that the bank had referred in its counter affidavit to three settlements dated 17.11.87, 16.7.88 and 27.10.88. The bank in the guise of extending the benefits of the circular of Government dated 16.8.90 stated in its counter affidavit that as follows:

"Government of India, vide its letter dated 16.8.1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive Months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. Para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1.1 1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements Even in respect of those who had put in less than 90 days. As such, it could be Seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1.1.1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

10. The Workman submits that the bank also referred a subsequent settlement dated 9.1.1991 wherein there is a clause to the effect- that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9.1.1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the Workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/ attendars/ sweepers etc., even after the judgment of Hon'ble High Court without considering the cases of the similarly situated candidates like the Workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the Workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No.4194/97, dated 5.3.97. In view of the circulars issued by the Central Government, the Management

should not have relied upon the settlement dated 9.1.1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14,16 and 21 of the Constitution of India.

11. The Workman submits that in W.P. No.4194/97 filed by the union of temporary employees where in they have complained about the non- implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17.11.87 as amended from time to time before the expiry of 31.3.97.

12. Further, it is submitted that in the clause of Settlement it is specifically mentioned that the workmen to be absorbed/appointed in the bank prohibiting any temporary appointments subsequent to the date of settlement even the authorities want to make temporary appointments that should be made only from among the empanelled can be appointed either for temporary vacancy or permanent vacancy except from among the empanelled candidates like the Workman and that should be continued till they are absorbed. The management committed unfair labour practices and terminated the services of the candidates with effect from 1.4.1997 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the constitutional provisions which are guaranteed in Chapter-III of the Constitution of India.

13. The Workman submits that it is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25.2.1997, that the action of terminating such employees like the Workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the Workman after 31.3.97 who had served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec.25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings issued by the Respondent is without jurisdiction and is arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27.2.97, Ex.M5 does not own any legal entity, as the said Memorandum of Understanding is not published anywhere to brought to the notice of the Workman whose rights are being affected. It is submitted that Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16.8.90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through Employment exchange instead of giving chance to the empanelled candidates like the Workman here. It is pertinent to mention here that the Respondent Management sent letters to the all similarly situated candidates like the Workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the Workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the Workman by oral order dated 31.3.97 is unjust, illegal, violative of principles of natural justice and hence, the Management be directed to reinstate and absorb the Workman and to grant all incidental and consequential benefits.

14. Per contra, Respondent had filed counter and made a contentions that the reference is not tenable and contrary to the provisions of I.D. Act, 1947. Respondent submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its' members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

15. Discussions were held and on 17.11.1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17.11.87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorized would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16.7.88 second settlement was arrived between the Federation and the Bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17.11.1987. This is the second settlement. A 3rd settlement was entered into on 27.10.88 and it was agreed that the bank's service against the vacancies likely to

arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16.8.90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec.25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para. 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1.1.82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements. Even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6 (k) of the approach paper made it clear that it is a one time, exercise in full and final, settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9.1.91 herein after referred as 4th settlement and the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

16. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1.7.1975 to 31.7.1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9.2.1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Sec.2 (p) read with Sec.18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27.2.1997 a Memorandum of understanding was also signed by the federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31.3.1997. That as agreed upon vacancies were filled from the panels. The Workman who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1.7.1975 to 31.7.1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon.

17. Respondent contended that, in fact, the case of the Workman can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is in compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31.3.1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31.3.1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Workman is also bound under the terms of the said settlement. The settlement does not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights for all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period of panel list got expired on 31.3.97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for

regularization. That the Hon'ble High Court in WP No.12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which, is the majority union and the bank Management is binding on the Workmen also. It is not at all the case of the Workman that any of the terms of the settlement has been violated by the bank's Management. If the Workman had worked in the bank on part-time basis before 31.5.94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Workman in the present petition is therefore misconceived and not tenable. However, it is open to the Workman to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Workman that some right which has flown from the settlement in favour of the Workman has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Workman. Writ Petition fails and is accordingly dismissed. No costs."

18. Further, it is contended that if the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would Come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any Legitimate expectation being violated.

19. Similarly placed ex-employees filed WP No.9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No.86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No.11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No.9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec.25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Workman is not entitled for any relief.

20. In order to fortify his claim Workman has examined himself as WW1 and also filed documents in evidence which has been exhibited as Ex.W1 to W4. Further, the Workman has filed photocopies of documents in support of his claim which are discussed as under:-

Ex.W1 is the Notification. Ex. W2 is the Panel list. Ex. W3 is the Service Certificate. Ex. W4 is the Service Certificate.

21. On the other hand, Respondent has examined witness MW1 Sri K. Bala Kotaiah and this witness has exhibited 12 documents, marked as Ex.M1 to M12. The details of these documents are as follows:-

Ex.M.1 is the Settlement dated 17.11.1987. Ex.M2 is the Settlement dated 16.7.1988. Ex.M3 is the Settlement dated 27.10.1988. Ex.M4 is the Settlement dated 9.1.1991. Ex.M5 is the Minutes of the conciliation proceedings dated 9.6.1995. Ex.M6 is the Settlement dated 30.7.1996. Ex.M7 is the Memorandum of Understanding dt. 27.2.1997. Ex.M8 is the Particulars of 1989 Messengerial Panel. Ex.M9 is the Particulars of 1989 Non-Messengerial Panel. Ex.M10 is the Particulars of 1992 General Attendant Panel. Ex.M11 is the Judgment of Hon'ble High Court of A.P. in Writ Appeal No.86/98 dt.1.5.1998. Ex.M12 is the Judgment of Hon'ble Supreme Court of India in SLP No. 11886-11888 of 1998 dt.10.8.1998.

22. Apart from afore mentioned documents, Learned Counsel for Workman has also filed a long list of various judgements of Hon'ble Supreme Court as well as Hon'ble High Court, which we will discuss at appropriate place in this Award.

23. Heard the argument of Learned Counsel for Workman as well as for Respondent.

24. On the basis of rival pleadings of both the parties and submissions made by the Learned Counsel for both the parties, following points arise for determination in the industrial dispute :-

- I. Whether the 1st settlement dated 17.11.1987, 2nd settlement dated 16.7.1988, 3rd settlement dated 27.10.1988, 4th settlement dated 9.1.1991 and 5th settlement dated 30.7.1996 entered into between State Bank of India and All India State Bank of India Staff Federation and also Memorandum of Understanding are binding upon both the parties?
- II. Whether the action of State Bank of India, in terminating the services of Workman Sri D. Ranganayakulu, a Messenger with effect from 31.3.1997 is justified?
- III. Whether the Workman is entitled for absorption on permanent post in the Branch of Respondent management as per averments made by him in the claim statement?
- IV. To what relief if any the Workman is entitled for?

Findings:-

25. **Point No.I:-**Undisputedly settlements dated 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 and 30.7.1996, minutes of conciliation proceedings and memorandum of understanding dated 27.2.1997 were executed between the State Bank of India and All India State Bank of India Staff Federation under section 2(p) and 18 (1) of I.D. Act, 1947 read with Rule 58 of Industrial Disputes (Central Rules), 1957.

Section 2(p) of the Industrial Disputes Act, 1947 as follows:-

(p) "settlement" means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;

Section 18(1) provides as follows:-

18. Persons on whom settlements and awards are binding.

- [(1) A settlement arrived at by agreement between the employer and Workman otherwise than in the course of conciliation proceeding shall be binding on the parties to the agreement.

Therefore, in view of the provision contained u/s.18 (1) I.D. Act, 1947, terms and conditions enumerated in the aforesaid settlements are binding on the parties to the agreement. The Learned Counsel for Workman has argued that the Workman after going through the selection procedure has successfully been listed in the panel for appointment on the permanent basis in the Respondent management and the empanelled list has to be valid till last person in the empanelled list is appointed on permanent basis. But the impugned order dated 25.3.97, 27.3.97 and 31.3.97, has been issued by Respondent management thereby the services of the Workman has been terminated and the said order is not in consonance of the terms of the agreement entered into between the parties. Further, Workman submits that the Respondent in the 5th settlement has mentioned the date i.e., 31.3.1997 for lapse of empanel list which is illegal and that is not binding upon the Workman. The condition of lapse of empanelment list on 31.3.97 incorporated in the aforesaid 5th settlement, is arbitrary and illegal.

26. The perusal of the impugned order dated 25.3.1997 goes to reveal that the Chief/Branch Manager, SBI Zonal Office has issued the letter to all the branches with regard to the subject not to make any temporary appointments in the Branch in messengerial category from 1.4.1997. The extract of the said letter is given below:-

"We have been advised by the Deputy General Manager, Zonal Office, Hyderabad that as both the panels of temporary employees of 1989 and daily wagers/casual labours of 1992 will lapse by 31.3.1997, it has been decided by Central Office not to make any temporary appointments in messengerial category from 1.4.1997."

Thus, from the contents of the aforesaid letter, it manifest that Head Office of State Bank of India vide letter dated 25.3.1997 has issued direction to all its branches not to make any temporary appointments in messengerial category from 1.4.1997 due to reason of lapse of both panels i.e., 1989 & 1992 on 31.3.1997 as per terms of settlements entered into by both parties. Further, the contents of the subsequent letter dated 27.3.1997 issued by Respondent Management is also direction to Branch Manager, State Bank of India not to make any temporary messengerial category appointment with effect from 1.4.1997 and it has also been communicated to all concerned that the panels of temporary employees and daily wagers maintained by Zonal offices stand lapsed from 31.1.1997. Further, office order dated 31.3.1997 has been issued by Respondent management that goes to reveal that the said office order has been issued to this effect that, "Consequent on absorption of temporary employees in permanent cadre, it has been decided by the competent authority that no one onwards, no further daily labour or temporary employees/appointments should be resorted to/engaged/employed." Therefore, it reflects from the contents of the aforesaid orders that the temporary appointment in messengerial category and daily labour has been stopped by the Respondent management with effect from 1.4.1997 because of the lapsed of panel of temporary workers and daily wagers by 31.3.1997. The agreement for lapse of both the panels on 31.3.1997 is contained in the 5th settlement which has been arrived at between the parties on dated 30.7.1996 with the consensus of both the parties. Therefore, Workman can not challenge the terms and conditions contained in settlement dated 30.7.1996 regarding lapse of panel on 31.3.1997 as agreed between State Bank of India and State Bank of India Staff Federation. As per provision contained u/s.18(1) of I.D. Act, 1947 the said Agreement dated 30.7.1996 is binding on both the parties.

In the case of **Allied Sales Corporation Secunderabad vs. The Authority Under Andhra Pradesh..... 1990 II LLJ 510 AP para 414, Hon'ble Court have held:-**

"4. There was a settlement between the Management and the workmen under [Section 18\(1\)](#) of the Industrial Disputes Act on 25th April 1983 under which the age of superannuation of the workmen was fixed at 55 years. The settlement was to be in force upto 30th June 1986 and the next settlement, incorporating practically the same terms, was again entered into on 4th February 1987 under [Section 18\(1\)](#) of the Industrial Disputes Act. There is no dispute that these settlements are under [Section 18\(1\)](#).

14. Now the Authority constituted under [Section 41\(1\)](#) of the Act is an authority with very limited jurisdiction. It can only decide in the first appeal whether a termination by the management is valid or not and is within the parameters of [Section 40](#) of the Act. The said Authority, in our view, has absolutely no jurisdiction to decide whether a settlement entered into under [Section 18\(1\)](#) of the Industrial Disputes Act between the representatives of the Workmen and of the Management, is vitiated by undue influence or misrepresentation or coercion on the part of the Management. The Authority, namely, the Assistant Commissioner of Labour, was never intended by the A.P. Legislature to have jurisdiction to go into the question of the validity of a settlement arrived at under [Section 18](#) of the Industrial Disputes Act by an Industrial Court. That Parliament has, in fact, constituted Industrial Courts under the [Industrial Disputes Act](#), with extensive powers cannot be disputed. What we mean to say is that the Authority under [Section 41\(1\)](#) of the A.P. Act has no jurisdiction what-so-ever either to question or to decide about the validity of any such settlements. If parties to a settlement have a grievance about the validity of a settlement, it is for them to agitate the matter before the appropriate forum and they cannot ask an Authority constituted under [Section 41\(1\)](#) of the A.P. Shops and Establishments Act, 1966 with limited jurisdiction, to go into any such question and, that too, incidentally while deciding whether retirement as per the contract of employment, is legal or not."

It is not the case of Workman that aforesaid settlements are vitiated by undue influence or misrepresentation or coercion on the part of the management. If the Workman feeling aggrieved by any terms of settlement/ agreement on the aforementioned grounds then he can challenge of settlement before a competent authority under the Act, 1947. But here in the instant matter it is not a case of Workman that aforementioned settlement has been entered into between the parties on the ground of undue influence or misrepresentation or coercion. Therefore, Workman is barred to raise any objection in respect of fixing the date of lapse of both panels on 31.3.1997 as agreed between both the parties and Workman can not challenge any terms of said Agreement.

Further in the case of **Herbertsons Limited Vs. Workmen of Herbertsons Limited and Ors, 1977 AIR 322**, Hon'ble Supreme Court have held:-

The Tribunal thought that the question of the quantum of membership of the 2nd Respondent did not call for a finding at all in view of this Court's order. As observed above that was not a correct assumption. On the other hand, we feel that this view of the Tribunal has led it to approach the matter in an entirely erroneous manner. The Tribunal is, rightly enough, conscious that under [section 18 \(1\)](#) of the Industrial Disputes Act the settlement was binding on the company and the members of the 3rd Respondent union. Even so, the Tribunal devoted nearly half of its order in scanning the evidence given by the company and Respondent No. 3 to find out whether the terms of the settlement had been explained by the President of the union to the workmen or not and whether the workers voluntarily accepted the settlement knowing all the "consequences". This to our mind is again an entirely wrong approach.

"When a recognised union negotiates with an employer the workers as individuals do not come into the picture. It is not necessary that each individual worker should know the implications of the settlement since a recognised union, which is expected to protect the legitimate interests of labour, enters into a settlement in the best interests of labour. This would be the normal rule. We cannot altogether rule out exceptional cases where there may be allegations of mala fides, fraud or even corruption or other inducements. Nothing of that kind has been suggested against the President of the 3rd Respondent in this case. That being the position, prima facie, this is a settlement in the course of collective bargaining and, therefore, is entitled to due weight and consideration.

It is not possible to scan the settlement in bits and pieces and hold some parts good and acceptable and others bad. Unless it can be demonstrated that the objectionable portion is such that it completely outweighs all the other advantages gained the Court will be slow to hold a settlement as unfair and unjust. The settlement has to be accepted or rejected as a whole and we are unable to reject it as a whole as unfair or unjust. Even before this Court the 3rd Respondent representing admittedly the large majority of the workmen has stood by this settlement and that is a strong factor which it is difficult to ignore. As stated elsewhere in the judgment, we cannot also be oblivious of the fact that all workmen of the company have accepted the settlement. Besides, the period of settlement has since expired and we are informed that the employer and the 3rd Respondent are negotiating another settlement with further improvements. These factors, apart from what has been stated above, and the need for industrial peace and harmony when a union backed by a large majority of workmen has accepted a settlement in the course of collective bargaining have impelled us not to interfere with this settlement. That being the position, we uphold the settlement as fair and just and order that the award of the Tribunal shall be substituted by the settlement dated October 18, 1973. The said settlement shall be the substituted award. The appeal is disposed of accordingly. There will be no order as to costs."

Therefore, in view of the law laid down by the Hon'ble Apex Court as discussed above, the contention of the Workman that the date fixed for lapse of empanelled list on 31.3.1997 for appointment to the permanent post vide 5th Settlement dated 30.7.1996 is arbitrary, illegal is not untenable. The recognized union of Workmen has negotiated with the Respondent Bank Management representing large number of Workmen and the Workman as individual do not come into picture. Workman in the instant case has work as temporary Workmen in the Respondent Branch and in response of Notification he had applied for inclusion of his name in the panel and he was selected for inclusion his name in the panel list to be utilized for absorption of such Workman to permanent post in order of their seniority in the list. The Settlement dated 30.7.1996 between State Bank of India and All India State Bank of India Staff Federation under Sec.2(p) and Sec.18(1) of I.D. Act, 1947 has clearly provided as regard non-messengerial position

and it is agreed that all such posts sanctioned fallen vacant upto 31.3.1997 shall be filled before empanel list is allowed to lapse. Thus, in view of law laid down by the Hon'ble Apex Court, in the instant case, Agreement dated 30.7.1996 was entered into between both the parties in respect of lapsing of the both the panels on 31.3.1997 and absorption of the Workmen from panel list was subject to availability of vacancy of post likely to arise upto 31.3.1997, have a binding force on Workman as well as management of State Bank of India in view of provision contained under section 18 (1) of I.D. Act, 1947.

Thus, Point No.I is answered against the Workman and in favour of the Respondent.

27. Point No.II:- Firstly, it is submitted on behalf of the Workman that the Respondent has terminated his services by oral order on 31.3.1997 without issuing any notice or paying any salary or compensation in lieu thereof. Therefore, the termination order of the Workman from service is in violation of provision contained Under Section 25 F of I.D. Act, 1947. Therefore, the order is liable to be set aside.

28. On the other hand, Respondent counsel contended that Workman has not worked for 240 days in any preceding calendar year. Therefore, reference of the industrial dispute is not relevant. In this context, the Workman has examined himself as WW1 who has reiterated that Workman has been terminated from service by Respondent on 31.3.1997 without notice of salary or compensation in lieu thereof. Before examining the claim of the Workman on merit it would be apposite to reproduce the provision contained under section 25 F:-

Section 25F provides:-

Conditions precedent to retrenchment of workmen.- No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

(a) the Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

Compensation to workmen in case of transfer of undertakings.

Section 25B defines the term continuous service which provides

Definition of continuous service.- For the purposes of this Chapter,--

(1) a Workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the Workman;

(2) where a Workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer--

(a) for a period of one year, if the Workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than--

(i) one hundred and ninety days in the case of a Workman employed below ground in a mine; and

(ii) two hundred and forty days, in any other case;

In order to prove the fact of 240 days of service within 12 months of a calendar year just preceding from the date of termination, the initial burden of proof lies upon the Workman and the Workman has to prove this factum by adducing his oral as well as documentary evidence in support of his claim.

Further, how to calculate 240 days of service by the Workman in a calendar year. In this context the reference of decisions of Hon'ble Supreme Court is relevant and the same are discussed below:-

In Rajasthan State Ganganagar S. Mills Ltd. v. State of Rajasthan and Anr. (2004) Apex Court held:

"It was the case of the Workman that he had worked for more than 240 days in the year concerned. This claim was denied by the appellant. It was for the claimant to lead evidence to show that he had worked for 240 days in the year preceding the date of his termination. He has filed an affidavit. It is statement which is in his favor and that cannot be regarded as sufficient evidence for any Court or Tribunal to come to the conclusion that in fact the claimant had worked for 240 days in a year These aspects were highlighted in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25. No proof of receipt of salary or wages for 240 days or order or record in that regard was produced. Mere non-production of the muster roll for a particular period was not sufficient for the Labour Court held that the Workman had worked for 240 days as claimed."

In Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195), held "the burden was on the Workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment." In *M.P. Electricity Board v. Hariram* (2004 (8) SCC 246) the position was again reiterated in paragraph 11 as follows: "The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously .."

In the case of Manager, RBI, Bangalore vs. S Mani (2005) SCC Page 100, the 3 Judges Bench of the Apex Court held that "the initial burden of proof was on the Workman to show that he had completed 240 days of service."

Hon'ble Apex Court in the case of Mohan Lal vs Management BEL 1981 SCC page 225 has laid down the principle that how to count 240 days of service within one year it is held: "Clause (2)(a) provides for a fiction to treat a Workman in continuous service for a period of one year despite the fact that he has not rendered uninterrupted service for a period of one year but he has rendered period of 240 days during the period of 12 calendar service for months counting backwards and just preceding the relevant date being the date of retrenchment. In other words, in order to invoke the fiction enacted in clause (2)(a) it is necessary to determine first the relevant date, ie the date of termination of service which is complained of as retrenchment. After that date is ascertained, move backward to a period of 12 months just preceding the date of retrenchment and then ascertain whether within the period of 12 months, the Workman has rendered service for a period of 240 days. If these three facts are affirmatively answered in favor of the Workman pursuant to the deeming fiction enacted in clause (2)(a) it will have to be assumed that the Workman is in continuous service for a period of one year and he will satisfy the eligibility qualification enacted in Section 25-F"

"14. We have already extracted section 25B since its amendment and the change in language is the legislative exposition of which note must be taken. In fact, we need not further dilate upon this aspect because in [Surendra Kumar Verma and Ors. v. Central Government Industrial-cum-Labour](#) Court, New Delhi and Anr., Chinnappa Reddy, J., after noticing the amendment and referring to the decision in [Sur Enamel and Stamping Works \(P\) Ltd](#) case, held as under:

"These changes brought about by Act 36 of 1964 appear to be clearly designed to provide that a Workman who has actually worked under the employer for not less than 240 days during a period of twelve months shall be deemed to have been in continuous service for a period of one year whether or not he has in fact been in such continuous service for a period of one year. It is enough that he has worked for 240 days in a period of 12 months, it is not necessary that he should have been in the service of the employer for one whole year."

In a concurring judgment Pathak J. agreed with this interpretation of section 25B(2). Therefore, both on principle and on precedent it must be held that section 25B(2) comprehends a situation where a Workman is not in employment for a period of 12 calendar months, but has rendered service for a period of 240 days within the period of 12 calendar months commencing and counting backwards from the relevant date, i.e. the date of retrenchment. If he has, he would be deemed to be in continuous service for a period of one year for the purpose of section 25B and Chapter VA."

Thus, in view of the law laid down by the Hon'ble Apex Court as discussed above the initial burden of proof lies upon the Workman to show that he has completed 240 days of the service with the Respondent just preceding from the date of his termination. Further, in respect of the employment of calculating the 240 days service provision contained Under Section 25-F read with Section 25-B of the I.D. Act, 1947.

29. Now, in view of the provision contained under Section 25 F and law laid down by the Hon'ble Apex Court, we have to examine whether the Workman has discharged his initial burden of proof in respect of his claim of 240 days continuous service in a calendar year just preceding from the date of his termination i.e., 31.3.1997.

In this context, WW1 in his cross examination has stated that,

"I was not sponsored by any employment exchange. I did not undergo the regular process of selection before my engagement as temporary Non-Messenger in the branch."

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

Thus, it is clear from the testimony of WW1 that the Workman had not worked for 240 days continuously in any 12 months of a calendar year just preceding from the date of his termination in the Respondent bank. Therefore, Workman failed to establish his plea by his oral and documentary evidence that he had worked for 240 days continuously in calendar year just preceding from the date of his termination i.e., 31.3.1997. Thus, the claim of the Workman that he has been terminated by oral order without issuing notice or payment in lieu after termination, in contravention of Section 25 F of Industrial Disputes Act, 1947 is not tenable. However the documents filed by the Workman in support of his claim, number of days worked with the Respondent goes to reveal that the Workman had worked intermittently as daily wager depending upon availability of work in branch. Workman did not file any document of appointment letter or salary slips in support of his claim for appointment as a non-messenger in the Respondent branch on temporary basis.

30. Per contra, the Learned Counsel for Respondent has submitted the allegation of Workman that he was terminated from services is not correct. As the vacancies were filled up on regular basis in order of their respective seniority the non-engagement of the Workman does not amount to termination. Further, Respondent contended that no law provide that even though there is no work temporary employee should be continued in the bank work as the very engagement of Workman was subject to availability of work. Therefore, the allegation that the bank has indulged in unfair labour practice is incorrect.

31. Thus, in view of the fore gone discussion and contentions made by the Respondent, I find the force in the argument advanced by the Respondent that in the instant matter, Workman was not terminated from service by order dated 31.3.1997 rather he was disengaged in view of the non-availability of the work in the branch. Further, there was direction issued by the Head Office of the Respondent authority not to engage any daily wager Workman/ temporary Worker w.e.f. 1.4.1997. Thus, such disengagement of Workman does not amount to termination. Moreover, the Workman failed to prove his claim that he was terminated in contravention of provision of Sec.25F of the I.D. Act, 1947 as he failed to establish his plea by any oral or documentary evidence that he had worked for 240 days continuously in a twelve months of calendar year just preceding from date of termination i.e., 31.3.1997.

32. Further, perusal of the order dated 25.3.1997 goes to reveal that the Chief Branch Manager, State Bank of India has issued the letter to Zonal Office with direction to all its branches to this effect that they have been advised by the DGM, Zonal Office, Hyderabad that as both the panel of temporary employees of 1989 and daily wagers/casual labour of 1992 will lapse on 31.3.1997 it has been decided by central office not to make any temporary appointments in messengerial cadre from 1.4.1997, therefore it was directed to issue suitable instructions not to make temporary appointments from 1.4.1997. There is no mention in this order that the Workman herein has been terminated from service by this order.

33. Further, the circular dated 27.3.1997 was issued by DGM, SBI to all branches in commercial network in respect of the non-appointment of temporary employees in subordinate cadre and it has directed not to make any temporary employment in the subordinate cadre with effect from 1.4.97 and further, it has directed to ensure that no temporary/casual/daily basis appointment of the petty cash. Further, it is directed to all Branch Managers that any deviation in this regard will be viewed seriously. Thus, these circulars do not reflect that the Workman has been terminated from service by this order.

34. Similarly, office order dated 31.3.1997 is simply a direction to all branches of the Respondent bank by DGM that no further daily labour should be engaged or employed. Therefore, the plea of the Workman that he has been terminated by the aforesaid order dated 25.3.1997, 27.3.1997 and 31.3.1997 from the service by the Respondent is not acceptable. The evidence adduced by the Workman clearly goes to reveal that he had worked as a daily wager for which he has been paid wages according to number of working days. As there was an order for prohibition for engaging temporary workmen, in the bank, therefore, Workman could not be engaged by the Respondent for work from 1.4.1997 and there after. It is settled law that the daily wagers are engaged by the employer depending upon the availability of work and as the work was not available the Workman was not engaged further by the Respondent management. Therefore, the Workman on the ground of number of days he had worked in the Respondent bank cannot claim any right to reinstate him into the employment. As the Workman failed to prove the mandatory condition of 240 days of continuous service as required under Sec.25F of I.D. Act, 1947. Therefore, the disengagement of Workman from work can not be termed in contravention of provision contained under Sec.25F and 25 B of the I.D. Act, 1947.

Thus, this point is answered against the Workman and in favour of Respondent.

35. **Point No.III:-** In this context, the Workman has contended that the management failed to implement the selected panels during its valid tenure. The management adopted the back door methods contrary to the settlements and filled up the vacancies. The same is evident from the proceedings dated 18.11.1993 a copy of the same is filed in the material papers and the same may be read as part of the claim statement. Further, it is submitted that management has to adhere the procedure issued by the Central Government, the instructions dated 16.8.1990 in the year 1995, but same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the Workman herein. The management sent call letters to the similarly situated candidates like the Workman in the month of June 1997 subsequent to issuance of impugned termination orders. After knowing the fact that they are litigating the issue by way of dispute, the management has refused to engage those candidates, the copies of call letters issued are filed herein along with claim petition. The Workman herein reiterates that the panels are meant for absorption but not for termination. In view of the same a duty is cast upon the Respondent management to engage the empanelled candidates like the Workman herein even in temporary vacancies till they are absorbed permanently in regular vacancies.

36. On the other hand, Respondent has contended that the Federation approached Regional Labour Commissioner (Central) for implementation of bipartite settlement in respect of the absorption of temporary employees. The Regional Labour Commissioner (Central) conducted conciliation proceedings and agreement was arrived at between the Federation and the Management bank. It is submitted that it was agreed between the

Federation and the Management that both the panels of temporary employees and daily wagers /casual labour would be kept alive upto March, 1997 and the vacancies as agreed to under the afore set out settlements will be filled from both the lists concurrently. A copy of the conciliation proceedings dated 9.6.1995 signed by the parties to the dispute is filed as a material paper. Further, it is submitted that the settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30.7.1996 under Section 2(p) read with Section 18(1) of the Industrial Disputes (Central) Rules 1957 which is binding on the parties. A copy of this agreement which hereinafter may be referred to as 5th settlement for brevity, is also filed as a material paper. The 5th settlement dated 30.7.1996 whereunder the earlier four settlements dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 were also referred, it was agreed to, by the Federation and the Management bank that both the panels of temporary employees and daily wagers/casual employees will be kept alive upto March, 1997 for filling the vacancies existing/arrived at as on 31.12.1994 as per the norms agreed to between the bank and Federation and that thereafter the said panels would lapse. It was also agreed that within the framework of the above settlements the modalities about drawing names from either the panel of temporary employees or the panel of daily wagers and casual labour would be decided administratively on circle to circle basis depending upon the local requirements in consultation with the Federation's affiliate by the Circle management. It was further agreed that all messenger real vacancies/positions in the subordinate cadre including part-time attendants specifically provided as leave reserve will be filled by the end of 31.3.1997. Further, Respondent contended that on 27.2.1997 a memorandum of understanding was also signed between the Federation's affiliate and the bank management regarding the fact that the exercise of identifying the messengerial vacancies as on 31.12.1994 has since been completed by central office and thereby 403 messengerial vacancies were sanctioned to the circle of the Management bank and it was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached upon. Further, it was agreed between the Federations affiliate and the management bank that in terms of the settlement dated 30.7.1996 both the panels of temporary employees and daily wagers /casual employees would lapse on 31.3.1997.

37. The Workman has contended that the empanelled list prepared by the Respondent management for appointment of temporary and daily wage Workers to the permanent post cannot lapse unless until it is exhausted by appointing all the empanelled persons and it should continue even after 31.3.1997, i.e., the date fixed for the lapse of panel. It is undisputed that the date of lapse of empanelled list of Workmen has been fixed to 31.3.1997 as mentioned in the settlement dated 30.7.1996, and agreed between the parties. It is settled law that and once the life of panel list lapses on the date as agreed between the parties it cannot be extended beyond that date. In the instant case the panel list of the workmen was valid upto 31.3.1997 in view of the terms and conditions enumerated in the 5th Settlement entered into between the parties. As the lapse of panel i.e., 31.3.1997 has been agreed by State Bank of India and State Bank of India Staff Federation through 5th Settlement, the Workman is not competent to challenge the same.

In this context I would like to take reference of the decision of the apex court in the case of **Syndicate Bank and Ors vs. Shankar Paul and Ors**, AIR 1997 SC 3091, therein the Hon'ble Apex Court have held:-

"Till 1982, the branches of the appellant Bank in Calcutta region were recruiting persons locally to work as temporary attenders in leave vacancies. In view of the revised procedure prescribed by the Government of India in respect of such temporary appointments, the Calcutta regional office of the appellant Bank issued a circular to all of its branches on 14.8.1982, instructing all the branches under it to discontinue the old practice from 1.6.1982 and appoint only empanelled candidates. The regional office was to prepare a panel of eligible candidates, after calling names from the local/district employment exchange, and split it up branch-wise. Following that new procedure yearly panels were prepared thereafter. Names of the Respondents were for the first time included in the panel prepared for the period 7.2.1987 to 6.2.1988. By its letter dated 7.2.1987 the Bank had informed the Respondents that the panel was valid for one year only and that inclusion of their names in the panel was not to confer on them any right to seek permanent appointment in the service of the bank. Considering the object with which the panel was prepared and the fact that it was an yearly panel expiring on 6.2.1988, we are of the opinion that the Respondents did not get any right, because of inclusion of their names in the said panel, for permanent absorption in the service of the Bank. Whatever conditional right they had came to an end with the expiry of the panel. The claim of the Respondents, as contained in the writ petition was thus misconceived and therefore the learned single Judge and the Division Bench, when it first decided the appeal, were right in dismissing the writ petition and the appeal respectively."

Thus, in view of the above law laid down by the Hon'ble Apex Court and in view of the terms and conditions of the 5th Settlement the contention of the Workman that empanelled list should continue even after 31.3.1997 till the last Workman in the panel is absorbed is not tenable. The contention of the Workman is baseless in view of recital in the settlement. Therefore, in view of the fore gone discussion and finding given at Point No. I regarding binding nature of Settlements and terms and conditions enumerated therein, in view of the provision contained u/s.18(1) of the I.D. Act, 1947, I am of the considered view that life of panels lapsed on 31.3.1997 in view of terms of settlement dated 30.7.1996 and plea of Workman that the panel shall continue even after 31.3.1997 till last man absorbed has no legal force and same is untenable.

38. Undisputedly, settlement agreement dated 30.7.1996 was executed between the State Bank of India and State Bank of India Staff Federation and in that settlement it was agreed that both the panels of temporary employees and daily wagers/ casual employees will be used for filling vacancies existing as on 31.12.1994 as per the norms agreed between the bank and the Federation. These empanelled workmen were to be given a chance for permanent appointment in the bank against vacancies arising up to December 1994 whereas the daily wagers/ casual employees were to be considered against the vacancies arise from January 1995 to December 1996, whereby the said panel would lapse. It was agreed that the vacancies falls upto 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus, the claim of the Workman to the post of permanent non-messenger in the Respondent management was subject to the availability of the sanctioned post and vacancies arising upto 31.3.1997. The workmen given chance to the permanent post were seniors in number of working days in panel list and Workman herein was junior to those workmen. Therefore, Workman could not be given absorption to permanent post being junior to other workmen in the panel list.

39. In this context the Workman witness WW1 was cross examined by the Respondent counsel and in the cross examination the witness WW1 states:-

"I applied for appointment as Non-Messenger, in response to the advertisement issued by the bank and the union in the year 1989, ... Further witness states that, "The panel was prepared basing upon the number of days of service, put in by the temporary employees. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. Further, witness states that, "It is true that I am not having any documents to show that any of my juniors are continuing in service in the bank."

Thus, from the above statement of the Workman witness WW1 it is clear that the panel was prepared in terms of various settlements entered into between Staff Federation of State Bank of India and State Bank of India and it was prepared on the basis of number of days of work put in by the temporary employees. Further, the Workman himself admitted that some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel and he is not having any document to show that any person who worked for less number of days than the Workman was given appointment in the bank. Therefore, the allegation of the Workman that the regular appointment has been made by the bank from the panel list in breach of the terms of the settlement and violation of seniority of panel list is not proved by this evidence of WW1. Thus, there is no evidence on record that bank has given the appointment to the temporary employees as well as daily wagers from the panel list 1989 and 1992 in breach of seniority of the temporary employees in the list. There is no evidence of jumpling in the panel list to make appointment of any permanent Workman in breach of the seniority. Therefore, I am constrained to hold that the Respondent Management has appointed the workmen from panel list in order of seniority and there is no jumpling of workmen in the panel list before it got lapsed on 31.3.1997.

40. However, Workman has taken the plea that the panels of Workmen for absorption in the employment of the Respondent banks (panels of temporary employees and daily wagers) has been lapsed on 31.3.1997 in contravention of terms of settlement as the object of preparing the entire empanelment of temporary and daily wagers was to provide them permanent employment and till the both the panel lists exhausted the panel list cannot be lapsed on 31.3.1997 and the date of lapsing of the panel on 31.3.1997 has been fixed by the Respondent arbitrarily without any authority.

41. In this context, the perusal of Settlement dated 30.7.1996 reveals that the 5th Settlement dated 30.7.1996 was entered under Section 2(p) and 18(1) of I.D. Act, 1947 read with Rule 58 of Industrial Dispute (Central) Rules 1957. This settlement has been entered into by the competent parties and in this settlement parties thereto agreed that both the panels of temporary employees and daily wagers/casual employees will lapse on 31.3.1997. Thus the date of lapse of panel was fixed by both the parties with consensus under the settlement dated 30.7.1996 and same is binding upon the Workman under the provision of Section 18(1) of I.D. Act, 1947. Moreover, this issue of binding force of the settlement dated 17.11.1987, 16.7.1988, 27.10.1988 and 9.1.1991 has already been discussed, decided at finding in Point No.I of this award. However, the legality and validity of the aforementioned settlement has not been challenged by the Workman before any competent forum. Thus, claim of Workman that the date of lapse of panel i.e., 31.3.1997 has been fixed arbitrarily by the Respondent bank is untenable. As regard the claim of Workman for his absorption to the permanent post it is settled law that the Workman can not claim his regularization to permanent post merely on the basis of number of working days.

42. In this context the reference of the decision of Hon'ble Supreme Court in the case of **Oil and Natural Gas Corporation vs Krishan Gopal 2020(3) SCALE 272, date of decision 7.2.2020** is relevant therein Hon'ble Supreme Court have has laid down principle regarding regularization of the Workman on permanent posts. Hon'ble Supreme Court have laid down the prepositions of regularization of the workmen to permanent post is as under:-

"(i) Wide as they are, the powers of the Labour Court and the Industrial Court cannot extend to a direction to order regularisation, where such a direction would in the context of public employment offend the provisions contained in [Article 14](#) of the Constitution;

(ii) The statutory power of the Labour Court or Industrial Court to grant relief to workmen including the status of permanency continues to exist in circumstances where the employer has indulged in an unfair labour practice by not

filling up permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performing the same work as regular workmen on lower wages;

(iii) The power to create permanent or sanctioned posts lies outside the judicial domain and where no posts are available, a direction to grant regularisation would be impermissible merely on the basis of the number of years of service;

(iv) Where an employer has regularised similarly situated workmen either in a scheme or otherwise, it would be open to workmen who have been deprived of the same benefit at par with the workmen who have been regularised to make a complaint before the Labour or Industrial Court, since the deprivation of the benefit would amount to a violation of Article 14; and

(v) In order to constitute an unfair labour practice under [Section 2\(ra\)](#) read with Item 10 of the [Vth Schedule of the ID Act](#), the employer should be engaging workmen as badlis, temporaries or casuals, and continuing them for years, with the object of depriving them of the benefits payable to permanent workmen.

Thus, in view of the principles laid down by the Hon'ble Supreme Court as discussed above, in the instant matter the Workman utterly failed to prove his claim by adducing any documentary or oral evidence that the employer has indulged in unfair labour practice by not filling the permanent posts even though such posts are available and by continuing to employ workmen as temporary or daily wage employees despite their performance was the same work, as regular workmen on lower wages.

43. Respondent has contended that all the vacancies exist and arise upto 31.3.1997 has been filled up from the panel list in order of seniority and no vacancy exists or arises as on 31.3.1997 remained unfilled. Further, it is contended that as per terms of settlement the life of panel lists has been lapsed on 31.3.1997, hence, there is no occasion to extend the life of panel lists beyond 31.3.1997. However, the workman failed to prove contrary by any evidence to the aforesaid contention of the Respondent that the vacancies were existing as on 31.3.1997 and the workman was not given absorption to the permanent post in order of his seniority. It is settled law that the power to create permanent or sanctioned post lies outside the judicial domain and where no posts are available, a direction to grant regularization would be impermissible merely on the basis of the number of years of service. Therefore, the claim of the workman on this ground also not acceptable.

44. Further, as per the of settlement, panel was prepared for absorption of the workmen on the permanent posts has already been lapsed on 31.3.1997 and the vacancies existing and arising upto 31.12.1994 and upto 31.3.1997 as settlement dated 30.7.1996 has been filled up from the panel by appointing the workmen as per seniority in the panel list. Workman witness WW1 in his cross examination has himself admitted this fact that, some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. The Workman failed to show that there was any breach of terms of settlement has been committed by the Respondent in appointment to permanent post from aforesaid panel list.

45. As discussed in preceding paragraph of this Award, the life of the panel has not been extended beyond 31.3.1997, by any further settlement hence, the panel list in which name of the Workman was included got expired on 31.3.1997. It is not the case of the Workman that Respondent has regularized similarly situated workmen either in the scheme or otherwise and the Workman has been deprived of same benefit on par with those workmen or the vacancies remained unfilled on the date of lapse of panels i.e., 31.3.1997, Industrial Tribunal has no jurisdiction to extend the date of lapse of panel i.e., 31.3.1997. This Tribunal can not order for regularization of workmen to the permanent post in contravention of the provision of Article 14 of the Constitution of India.

In the case of **Mahboob Deepak vs. Nagar Panchayat Gajraula & Anr, Civil Appeal No.5875/2007 date of judgement 13.12.2007**, Hon'ble Supreme Court have held:-

"8. Respondent is a Local Authority. The terms and conditions of employment of the employees are governed by a statute and statutory rules. No appointment can be made by a Local Authority without following the provisions of the recruitment rules. Any appointment made in violation of the said rules as also the constitutional scheme of equality as contained in [Articles 14](#) and [16](#) of the Constitution of India would be a nullity.

9. Due to some exigency of work, although recruitment on daily wages or on an ad hoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made permanent in absence of any statute or statutory rules. Merely because an employee has completed 240 days of work in a year preceding the date of retrenchment, the same would not mean that his services were liable to be regularized."

Therefore, in view of the law laid down by the Hon'ble Apex Court, the claim of the Workman for absorption merely on the basis of number of day of work in the Respondent bank Branch is not acceptable. As regard plea of the Workman that the Workman should have been given employment even after 31.3.1997 as temporary Workman, it is the discretion of Respondent to engage the Workman depending upon availability of work and this Tribunal can not direct the Respondent to engage the Workman in the absent of such rule/scheme.

46. In view of principle laid down by Hon'ble Apex Court as discussed above, in the instant matter Workman utterly failed to establish the fact of rendering continuous service for a period of 240 days of service within a period

of 12 calendar months commencing and coming backward from relevant date i.e., the date of retrenchment, if has he would be denied to be in continuous service for a period of one year. Therefore, the provision contained under Sec.25F of retrenchment is not applicable to Workman.

Counsel for Workman has relied upon number of decisions of Hon'ble High Court and Hon'ble Supreme Court and few of them are discussed herein:-

In the case of **F.C.I., vs. Kamdhenu Cattle Feed Industries 1993 (1) SCC 71**, therein Hon'ble Supreme Court have held:-

“7. In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to [Article 14](#) of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This impose the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision making process in all State actions. To satisfy this requirement of non- arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but providers for control of its exercise by judicial review.”

In the case of **State Bank of India, R.O., Vijayawada vs. Industrial Tribunal, Hyderabad WP No.193/1997**, therein Hon'ble High Court have held,

“Sri Krovvidi Narasimham, the learned counsel for the 2nd respondent contends, supporting the award that it was a permanent vacancy and even though the 2nd respondent was appointed on temporary basis, his services were not liable to be terminated and he was to be regularised into service on permanent basis. Shastri award warrants that no temporary appointment can be made to a permanent post. But the matter is now covered by two division bench judgements dated 28.11.1986 in W.A. No.791 of 1986 and 25.8.1987 in W.A. No.270 of 1982. The ratio decided in the two judgements is to the effect that there cannot be any mandate to appoint employees on permanent basis when the requirement was for appointment on temporary basis. But it is held in the said judgements that when a temporary appointee is ousted from service and not for misconduct and, if again temporary appointment is to be made, then, the case of such temporary appointee who was ousted, has got to be considered in accordance with Sec. 25-H of the Act.”

In the case of **State of Haryana and others vs. Piara Singh and others. 1992 (4) SCC 118**, therein Hon'ble Supreme Court have held:-

“ 49. If for any reason an adhoc or temporary employee is continued for a fairly long spell, the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the state.”

In the above cited judgements by the Workman the facts of the case are different hence do not apply to instant case of Workman.

47. On the other hand, in support of his contention Respondent has examined witness MW1 and MW1 in chief examination states that, Settlements i.e., on 17.11.1987, 16.7.1988, 27.10.1988, 9.1.1991 were entered into between the SBI and SBI Staff Federation for filling up of the vacancies that arise up to 1994 for those temporary employees who has worked on scale wages. Further, MW1 states that two different panels for messengers and non-messengers as per the eligibility criteria prescribed by the bank. There are four modules in Andhra Pradesh and they are Hyderabad, Tirupathi, Vijayawada and Visakhapatnam. MW1 states that the temporary employees so empanelled were given permanent absorption depending upon the vacancies so arise strictly in terms of the settlement. MW1 states that on 9.6.1995 conciliation proceeding was held before the RLC(C), Hyderabad and in said proceedings it was decided that the panels will be kept live up to 31.3.1997 and vacancies will be filled from both the lists concurrently. A copy of the said minutes of proceedings is Ex.M5. Further, MW1 states that on 30.7.1996 another settlement was entered between the SBI and All India SBI Staff Federation providing for filling up of the vacancies arising up to December 1994 in respect of subordinate cadre and daily wage /casual wage employees out of panel so prepared were to be considered against vacancies arising from January 1995 to December 1996, thereafter the said panels lapse. MW1 states that it was also agreed that all the non- messenger positions in subordinate cadre including part time attendants specially provided as leave reserve will be filled before 31.3.1997 and as regards to non-messengerial positions it is agreed that all such posts sanctioned and fallen vacant up to 31.3.1997 shall be filled before the empanelled list is allowed to lapse. Thus in both the cases empanelled list were lapsed on 1.4.1997. Ex.M6 is the copy of the settlement dated 30.7.1996. Further, witness states that on 27.2.1997 a memorandum of understanding was reached between the SBI and SBI Staff Federation providing that both the panels above mentioned will lapse on 31.3.1997. Ex.M7 is the copy of the memorandum of understanding and Ex.M8 is the copy of the

statements giving the particulars of 1989 non-messenger panel, Ex.M9 is the copy of the statement of 1989 non-messenger panel, Ex.M10 is the copy of statement of 1992 panel. Further, witness states that petitioner was included in the 1989 panel. As the existing vacancies at that time were exhausted and his turn did not come he could not be given permanent employment in the bank as per the agreements. All the appointments were made strictly in accordance with the settlements reached from time to time between SBI and SBI staff federation and as per seniority, number of days of temporary service put in by them in the bank in the given period. Further, MW1 states petitioner was not sponsored by any employment exchange he did not undergo the regular process of selection required for appointment as a regular non-messenger the petitioner has not worked for 240 days in any year in his entire temporary service in the bank. The petitioner and other temporary employees were terminated from service by the bank. Further, MW1 states that the vacancies were filled up on regular basis with the temporary employees from the panels and these panels were expired in terms of the settlements so reached and there were no vacancies to absorb such employees. Thus, witness MW1 has proved the documents Ex.M1 to Ex.M12 and also contentions made in the counter. However, MW1 was cross examined by the Petitioner Counsel. But nothing has been elicited in his cross examination so as to discredit the testimony of the witness MW1 as regards the date of lapse of both the panels on 31.3.1997 and reasons assigned for non-absorption of the Petitioner from the panel list to the permanent post. Moreover the witness MW1 was re-examined by the Respondent and the witness MW1 states that panels were expired in terms of the settlement and absorptions to the extent of the available vacancies were made. There was no termination of any temporary messenger as such but their services were not utilized after the cut off date as the available vacancies were already filled up and most of these Petitioners were not in the service of the bank as on the date of the expiry date of the panels. Therefore, in view of the aforesaid testimony of the MW1 in re-examination in the absence of cross examination remained uncontraverted, the claim of the Workman that he was entitled for absorption in permanent post in the branch of Respondent Management on the basis of panel list is found not established.

This point is answered against the Workman.

48. Point No.IV:-In view of the discussion and finding given at Point Nos. I, II and III, the Workman is not entitled for any relief and claim statement of Workman sans merit and liable to be dismissed.

This Point is answered accordingly.

AWARD

In view of the fore gone discussion, it is held that the action of the Respondent bank in terminating the services of Sri D. Ranganayakulu, Messenger by way of oral orders w.e.f. 31.3.1997 is justified. Hence, the Petitioner is not entitled for any relief as prayed for. The claim statement filed by Workman sans merit, hence, dismissed. Reference is answered accordingly.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. K. Phani Gowri, Personal Assistant, transcribed by her, corrected and signed by me on this the 23rd day of March, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the	Witnesses examined for the
Petitioner	Respondent
WW1: Sri D. Ranganayakulu	MW1: Sri K. Bala Kotaiah

Documents marked for the Petitioner

Ex.W1:	Photocopy of Notification
Ex.W2:	Photocopy of Panel list
Ex.W3:	Photocopy of Service Certificate
Ex.W4:	Photocopy of Service Certificate

Documents marked for the Respondent

Ex.M1:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.17.11.87
Ex.M2:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.16.7.88
Ex.M3:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.27.10.1988

Ex.M4:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.9.1.1991
Ex.M5:	Photocopy of conciliation proceedings before the Regional Labour Commissioner(C) dt.9.6.1995
Ex.M6:	Photocopy of settlement between Respondent and All India State Bank of India Staff Federation dt.30.7.1996
Ex.M7:	Photocopy of Memorandum of understanding dt. 27.1.1997
Ex.M8:	Photocopy of statements giving the particulars of 1989 messenger panel.
Ex.M9:	Photocopy of statement of 1989 Non-messenger panel
Ex.M10:	Photocopy of statement of 1992 panel
Ex.M11:	Photocopy of order of Hon'ble High Court in WA No.86/98 dt. 1.5.98
Ex.M12:	Photocopy of order in SLP No.11886-11888 of 1998 dated 10.8.98

नई दिल्ली, 8 मई, 2026

का.आ. 858.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(103/2012)** प्रकाशित करती है।

[सं. एल -12011/42/2012-आई आर (बी- I)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 858.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 103/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/42/2012- IR (B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/103/2012

Present: P.K.Srivastava

H.J.S.(Retd.)

1-Balwantsingh Gaur

Pradhan Rokidya, State Bank of India,

Branch Etawah 302648 District Ujjain (M.P.)

Deceased died during the proceedings, hence

Represented by his Legal Representative

1/1-Smt. Mukta Gour

W/o Late Shri Balwant Singh Gour

Through: General Secretary,

Nationalised Bank Employees' Association,

K.K.F.-1, Tripti Vihar, Ujjain (M.P.)

Workman

Versues

**The Chief General Manager,
State Bank of India,
Local Head Office, Hoshangabad Road,
Bhopal (M.P.)**

Management

(AWARD)

(Passed on this 18th day of March, 2026)

As per letter dated 09/10/2012 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L/12011/42/2012 (IR(B-I) dt. 09/10/2012. The dispute under reference relates to:

"Whether the action of the management of State Bank of India in imposing the punishment of Dismissed without notice upon Shri Balwant Singh Gaur vide their order dated 30/04/2010, is legal and justified? To what relief the workman is entitled?"

The case of the workman is mainly that, he was first appointed in State Bank of Indore as a Clerk on 13.09.1982. He was issued a charge-sheet 21/04/2009 during service while he was working as a Cashier with the Bank, containing allegations of various misconducts. He did submit his reply denying the charges.

An inquiry was ordered against him after considering his representations, filed by him on 02.05.2009 with respect to the charge-sheet dated 21.04.2009. Inquiry Officer and management representative were appointed by the order of management dated 13.05.2009. The inquiry was conducted against the workman without following the established procedure in this respect and without following the rules of natural justice. The workman was refused the services of legal practitioner as his defense assistant. He was allowed to engage the Secretary of his union as his defense representative but was not continued on the ground that the Secretary himself was an employee of the Bank terminated for misconduct. The workman was not supplied with the documents. He was not allowed to have his defense before the Inquiry Officer. **The charges were wrongly held proved** and the punishment was also disproportionate to the charges. The workman requested that holding his termination illegal, he be reinstated with back wages and benefits.

Case of management is that, inquiry was conducted by the Inquiry Officer in accordance with the principles of the natural justice awarding full opportunity to the workman to defend himself and did avail this opportunity.

Management has further pleaded that the charges were rightly held proved and the punishment is also proportionate to the charges and previous service record of the Workman. Management has prayed that the reference be answered against the Workman.

Vide order dated **22.06.2016**, following issues were framed on the basis of pleadings -

1. ***Whether, the enquiry conducted against the Workman is proper & legal?***
2. ***Whether, the charges alleged against the Workman were rightly held proved from the evidence in enquiry proceedings?***
3. ***Whether, the punishment of dismissal of Workman is just, proper and legal?***
4. ***If not, to what relief the workman is entitled to?***

Issue No. 1-

Issue No. 1 was taken as preliminary issue and was decided vide order dated 16.07.2025. The Departmental Enquiry was held just, legal and proper and not vitiated in law. This order is the part of this Judgment and Award.

Parties were granted opportunity to file their evidences on remaining issues. None of the parties filed any evidence, hence argument of Learned Counsel Mr. Arun Patel from the Workman side and Mr. Pranay Choubey from the side of Bank were heard. The Management side has filed written submissions also, which are part of record. I have gone through the Written Submissions as well the record.

Issue No. 2 –

The charges against the workman are as follows.

1. ***That, while applying for examination being conducted by Bank for promotion from Clerk Grade to Junior Management Grade in 2007, the workman submitted wrong information***

with respect to his previous Departmental Enquiries and punishments vide his consent letter dated 30.06.2007, though he was punished departmentally by Bank for a charge relating to charge of misconduct on the basis of two charge-sheets issued on 25.05.1992 and 15.10.1995, thus committed misconduct.

2. *That, the workman filed a Contempt Petition No. 383/2007 dated 06.09.2007, which he withdrew on 13.01.2009. He filed his counter affidavit on 15.12.2007 in the said Contempt Petition stating that he had served one communication dated 23.08.2007 to one Bank employee O.P. Mishra and also produced a receipt of Service containing signature of O.P. Mishra, which were in fact not done by him, hence he fabricated or got fabricated the signature of the O.P. Mishra in the said receipt and used it in Court proceeding, thus committed misconduct.*
3. *That, while applying for examination being conducted by Bank for promotion from Clerk Grade to Junior Management Grade in 2008, the workman submitted wrong information with respect to his previous Departmental Enquiries and punishments vide his consent letter dated 30.06.2008, though he was punished departmentally by Bank for a charge relating to charge of misconduct on the basis of two charge-sheets issued on 25.05.1992 and 05.01.1995, thus committed misconduct.*
4. *That, he filed for reimbursement of fees, said to be paid by him with regards to education of his daughter Chandni Gour for the year 2005-06, 2006-07 and 2007-08, B.Com. (1st year, 2nd year and 3rd year) showing that she had studied in Vadia college of Commerce, Pune as a regular student and stayed in the hostel. For this, he filed false and forged receipts, which were in fact not issued by the college because no college in the name of Vadia College of Commerce existed in Pune and the hostel receipts were also forged. Thus, he committed misconduct on this score.*
5. *That, he filed an application for reimbursement on 30.09.2008, seeking reimbursement of Tuition fees for the year 2008-09, regarding his daughter Shradha Gour, showing her to be studying in St. Gracious Senior Secondary School, Udaipur and filed receipts in this respect, which were not in fact issued by the school, thus committed misconduct.*

Enquiry Officer has held all the charges proved in his enquiry report. Learned Counsel for Workman has submitted that finding of the Enquiry Officer and congruence of the Disciplinary as well Appellate Authority with respect to prove of charges is nothing but perverse, it is recorded without any evidence on record, hence cannot stand the scrutiny of law.

These findings have been defended by Learned Counsel for Management Bank with an argument that standard of proof with respect to charges in Departmental proceedings does not requires that the charges be proved beyond reasonable doubt, rather they are to be proved at the level of probability.

Before entering into discussion on this point, the settled preposition of law laid down by various Judgments requires to be mentioned here.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10, 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a

departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

As regards Charge No. 1 and 3, the findings of the Enquiry Officer is supported by the document, which is the Consent Form filed and signed by the Workman in which he has mentioned in **Column No. 17 of the Form, whether any Disciplinary Case has been/was initiated and has marked on option 'No'**. This is also established from the evidence collected during enquiry as well from the statement of claim itself that there were different Departmental Proceedings against the workman before, in which he was duly punished.

Hence, the charge of misconduct by way of actively concealing information with regard to Departmental Enquiries and punishments earlier has been correctly held proved by the Enquiry Officer.

As regards the other three charges, there is on record in the Enquiry Proceedings, the statement of the Officer who made preliminary enquiries in this respect. He has said before the Enquiry Officer that he visited the Educational Institutions and found that there was no Vadia College of Commerce rather it was Ness Vadia College of Commerce. Also were informed by the Officers of the College and Hostel, whose name these witness do not disclose, that in fact the Daughter of the Workman Chandini Gour was a private student and the hostel receipt was not genuine. He did not record statement of any witness on these points. No witness or document in this respect was produced during the enquiry. Almost, same is the case with respect to alleged false claim of reimbursement regarding second daughter Shradha Gour. There is on record, the statement of the Enquiry Officer, who conducted preliminary enquiry and stated during the Departmental Enquiry that the Officers and Principal told him, but no document or any recorded statement or any person who told the Officers conducting Preliminary enquiry was produced/examined.

S.C. Girotra vs. UCO Bank, 1995 Supp (3) SCC 212 - held that

Where a Manager in the United Commercial Bank (Chandigarh) was dismissed from service and during the departmental enquiry the presenting officer had submitted several exhibits, most of which were in the form of certificates, inspection-cum-investigation report prepared by two senior officers of the then division office and although they were examined by the Bank to prove those documents but opportunity to cross-examine those senior officers/witnesses was not given to the delinquent, it has been held that such omission amounted to denial of reasonable opportunity of defence. Natural justice says that reasonable opportunity to cross-examine such witnesses by the delinquent ought to have been granted. The enquiry was directed by the Supreme Court to be conducted afresh from the stage of enquiry report after opportunity of

cross-examination of witnesses to the delinquent.

Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 23 & 25) - held that

The purpose behind holding preliminary enquiry is only to take a prima facie view, as to whether there can be some substance in the allegation made against an employee which may warrant a regular enquiry. The evidence recorded in preliminary inquiry cannot be used in regular departmental in enquiry as the delinquent is not associated with it, and opportunity to cross-examine the persons examined in such inquiry is not given. Using such evidence would be violative of the principles of natural justice.

Thus, with regards to the charges regarding reimbursement there is statement of the Officers who conducted Preliminary enquiry and their evidence is also based on hearsay evidences. No document was proved in this respect.

Hence, the finding of Enquiry Officer with respect to proof of these two charges regarding reimbursement is held to be perverse, recorded on the basis of no admissible evidences. These charges are held not proved.

As regard to the other charge, regarding alleged forging signature of one O.P. Mishra, this O.P. Mishra was never examined during the enquiry proceedings, only report of a private Hand-writing Expert was filed, which indicated that the signature of the person O.P. Mishra on the purported document do not match with his admitted signature. In absence of non-examination of the Hand-writing Expert or the said Employee O.P. Mishra whose signatures are alleged to have been forged by the Workman, this charge also cannot be held to have been proved in law.

Courts can interfere with the findings of facts recorded in the enquiry reports under any of the following conditions:

- (i) **When finding of fact in the enquiry report is beyond record i.e. based on no evidence;**
- (ii) **when finding of fact is based on any irrelevant or extraneous factors;**
- (iii) **when finding of fact has been recorded by ignoring material evidence;**
- (iv) **when finding of fact appears to be mala-fide;**
- (v) **when finding of fact is perverse. See: United Bank of India versus Biswanath Bhattacharjee, 2021 LiveLaw (SC) 109.**

In DG, RPF vs. Sai Babu (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."

In United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."

In Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

"8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."

In State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

15. Hon'ble Apex Court in Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101 has observed that –

"The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

Finding of Enquiry Officer with respect to this charge also is held perverse, and this charge also is held not proved.

In the light of above discussion and findings, the findings of the Enquiry Officer with respect to prove of Charges No. 1 and 3 with regards to alleged active concealment of acts in the Consent Form of Departmental Examination is held proved and rest three charges are held not proved.

Issue No. 2 is answered accordingly.

Issue No. 3& 4 –

Since these two issues are identical and interconnected, these two issues are taken together.

As the record reveals, the Workman has been dismissed by Disciplinary Authority for all the charges. Learned Counsel for Workman side has submitted that a record reveals that the Workman was permitted to appear in the Departmental Examination under orders of Hon'ble High Court. The said two charges of active concealment also get diluted. Hence, the extreme punishment of removal from service is disproportionate to the charge proved.

*Learned Counsel for Management has submitted that punishment is exclusive domain of the Department and interference by Tribunals is not warranted because the Tribunal is not an Appellate Authority. He has referred to Judgment of Hon'ble Supreme Court in the case of **Union of India and Anr. vs. G. Ganayutham** (1997 [7] SCC 463), this Court summed up the position relating to proportionality in paragraphs 31 and 32, which read as follows: "The current position of proportionality in administrative law in England and India can be summarized as follows:*

(1) To Judge the validity of any administrative order or statutory discretion, normally the Wednesbury test is to be applied to find out if the decision was illegal or suffered from procedural improprieties or was one which no sensible decision-maker could, on the material before him and within the framework of the law, have arrived at. The court would consider whether relevant matters had not been taken into account or whether irrelevant matters had been taken into account or whether the action was not bona fide. The court would also consider whether the decision was absurd or perverse. The court would not however go into the correctness of the choice made by the administrator amongst the various alternatives open to him. Nor could the court substitute its decision to that of the administrator. This is the Wednesbury (1948 1 KB 223) test.

(2) The court would not interfere with the administrator's decision unless it was illegal or suffered from procedural impropriety or was irrational - in the sense that it was in outrageous defiance of logic or moral standards. The possibility of other tests, including proportionality being brought into English administrative law in future is not ruled out. These are the CCSU (1985 AC 374) principles.

(3) (a) As per Bugdaycay (1987 AC 514), Brind (1991 (1) AC 696) and Smith (1996 (1) All ER 257) as long as the Convention is not incorporated into English law, the English courts merely exercise a secondary judgment to find out if the decision maker could have, on the material before him, arrived at the primary judgment in the manner he has done.

(3)(b) If the Convention is incorporated in England making available the principle of proportionality, then the English courts will render primary judgment on the validity of the administrative action and find out if the restriction is disproportionate or excessive or is not based upon a fair balancing of the fundamental freedom and the need for the restriction thereupon.

(4)(a) The position in our country, in administrative law, where no fundamental freedoms as aforesaid are involved, is that the courts/tribunals will only play a secondary role while the primary judgment as to reasonableness will remain with the executive or administrative authority. The secondary judgment of the court is to be based on Wednesbury and CCSU principles as stated by Lord Greene and Lord Diplock respectively to find if the executive or administratively to find if the executive or administrative authority has reasonably arrived at his decision as the primary authority.

(4)(b) Whether in the case of administrative or executive action affecting fundamental freedoms, the courts in our country will apply the principle of "proportionality" and assume a primary role, is left open, to be decided in an appropriate case where such action is alleged to offend fundamental freedoms. It will be then necessary to decide whether the courts will have a primary role only if the freedoms under Articles 19, 21 etc. are

*involved and not for Article 14. Finally, we come to the present case. It is not contended before us that any fundamental freedom is affected. We need not therefore go into the question of "proportionality". There is no contention that the punishment imposed is illegal or vitiated by procedural impropriety. As to "irrationality", there is no finding by the Tribunal that the decision is one which no sensible person who weighed the pros and cons could have arrived at nor is there a finding, based on material, that the punishment is in "outrageous" defiance of logic. Neither *Wednesbury* nor *CCSU* tests are satisfied. We have still to explain "*Ranjit Thakur* (1987 [4] SCC 611).*

He has further submitted that, the common thread running through in all these decisions is that the Court should not interfere with the administrator's decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the Court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in the *Wednesbury*'s case (supra) the Court would not go into the correctness of the choice made by the administrator open to him and the Court should not substitute its decision to that of the administrator. The scope of judicial review is limited to the deficiency in decision-making process and not the decision.

Learned Counsel further submits that only because co-delinquent has been granted lesser punishment, it cannot be a ground to interfere in the punishment and has referred to *Judgment of Hon'ble Supreme Court in the case of Chairman and Managing Director, United Commercial Bank Vs. P.C. Kakkar* (2003) 4 SCC 364.

Next submission from the Management is that, the Workman has been previously punished for misconducts. This factor also cannot be ignored.

It has been found that, three of the five charges were wrongly held proved and in fact they are not proved in accordance with law. Now remains the charge of active concealment of fact regarding Departmental Enquiries/Punishments while submitting Consent Form in 2007 and 2008 for Departmental Examination. This is also undisputed that the Workman was permitted to appear in the Departmental examination under order of Hon'ble High Court. In my considered view, the maximum punishment of removal from service of a Workman who had putting more than 20 years in service of the Bank for these charges is nothing but disproportionate and shocks the conscience of this Tribunal. After evaluation material on record, I am of the considered view that the punishment of compulsory retirement of the Workman for these charges will be adequate and proportionate to the charges. Punishment order requires to be modified accordingly.

Issue No. 3 and 4 is answered accordingly.

No other point was pressed.

On the basis of above discussion and findings, the reference is answered as follows.

AWARD

Holding the action of Management of State Bank of India, in imposing the punishment of dismissed without notice upon the deceased Workman Balwant Singh Gour vide order dated 30.04.2010 is unjustified in law, the punishment is modified from dismissal without notice to compulsory retirement with benefits.

DATE:- 18.03.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 मई, 2026

का.आ. 859.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई सी रेलवे के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट **(46/2025)** प्रकाशित करती है

[सं. एल -12025/01/2026-आई आर (बी- I)-126]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 859.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.46/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of SEC Railway and their workmen.

[No. L-12025/01/2026- IR (B-I)-126]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/46/2025

Present: P.K.SrivastavaH.J.S.(Retd.)

President

Rail Shramik Union

House No. 57, Street 1, Anand Nagar

Bhilai, Durg, Chhattisgarh-490020

Workman

Versus

Sr. DEE (G), SEC Railway

Shrinagar, Bilaspur Road, Raipur

Raipur (Chhattisgarh)-492014

Management

AWARD

(Passed on this 05th day of February - 2026.)

As per letter dated 30/06/2025 by the Deputy Chief Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under section-10 of I.D. Act, 1947 as per reference number **RP-8(3-8)/2025-ES.III (ID) dt. 30/06/2025**. The dispute under reference related to :-

“Whether the demand of the union to quash all the action taken by the management including penalty levied (loss of increment for various periods) against the workmen is justified ? If yes, what other benefits is the workmen entitled to ?

After registering a case on the basis of the reference, notices were sent to the parties and served. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since, the initial burden to prove its case is on the workman union side, in which it has failed to discharge. Hence, holding the claim of the workman union not proved, the reference stands answered against it.

DATE: 05/02/2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 मई, 2026

का.आ. 860.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री वेमपल्ली राजेश के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 104/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/24/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 860.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 104/2014**) 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 **Life Insurance Corporation of India** and **Sri Vempalli Rajesh** which was received along with soft copy of the award by the Central Government on 08.05.2026

[No. L-17012/24/2014-(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 4th day of February , 2026**INDUSTRIAL DISPUTE No. 104/2014**

Between:

Sri Vempalli Rajesh,

S/o V. Venkateswara Rao,

D.No. 5-387, 6th Street, Gurunagar,

Bommuru (PO), Rajahmundry-

.....Petitioner

AND

The Sr. Divisional Manager,

Life Insurance Corporation of India,

Jeevan Godavari, Morampudi,

Rajahmundry-

... Respondents

Appearances:

For the Petitioner : Shri. V. V Rama Krishna, Advocate

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/24/2014 (IR(M) dated 13-05-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the removal from service of Sri. V. Rajesh, Ex- Temp. Class IV LIC of India, Rajahmundry D.O. is w.e.f. 28.1.2013 legal and justified. If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 104/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for Petitioner evidence. Despite sufficient opportunity, the petitioner did not adduce any evidence. Petitioner evidence closed. Hence, in the absence of petitioner, a ‘No-Claim’ Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk , corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

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, 8 मई, 2026

का.आ. 861.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और मोहम्मद इस्माइल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 128/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/89/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 861.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 128/2014**) 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 **Life Insurance Corporation of India** and **Md. Ismail** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/89/2014-(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 4th day of February, 2026**INDUSTRIAL DISPUTE No. 128/2014**

Between:

Md. Ismail S/o Fahamadh,

D.No. 14-26-79, Angati Dibba,

Maharanipeta, Vishakapatnam-

.....Petitioner

AND

The Manager (E & OS),

LIC of India, Divisional Office,

PB No.411, Jeevan Bima Road,

Jeevan Prakash, Vishapatnam-530004.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/89/2014 (IR(M)) dated 09-07-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Divisional Office, Vishakapatnam in terminating the services of Md Ismail, Ex. Temp. Substaff w.e.f. 24.01.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 128/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 862.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री के. कनक राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 131/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/64/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 862.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 131/2014**) 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 **Life Insurance Corporation of India** and **Sri K. Kanaka Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/64/2014-(IR(M))]

SALONI, Dy. Director

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th February, 2026

INDUSTRIAL DISPUTE No. 131/2014

Between:

Sri K. Kanaka Rao,
S/o Late K. Appa Rao,
D.No. 33-14-45/10

Alipuram, Narahari Veedhi,
Visakhapatnam-530004.

.....

Petitioner

AND

The Manager (E&OS)
Life Insurance Corporation of India,
Divisional Office, PB No. 411,
Jeevan Bima Road,
Jeevan Prakash, Visakhapatnam-530004.

....Respondent

Appearances:

For the Petitioner : Sri V.V Rama Krishna, Advocate

For the Respondent: Sri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No.L-17012/64/2014-IR(M) dated 05.08.2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Divisional Office, Vishakhapatnam in terminating the services of Sri K. Kanaka Rao, Ex-Temp. substaff w.e.f 24.01.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No 131/2014 and notices were issued to the parties concerned.

2. On the date fixed for filing claim statement and documents. Despite sufficient opportunity petitioner did not file any claim statement. It seems petitioner do not want to prosecute his case. Therefore, no-claim award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 6th day of February, 2026

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 863.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री ए. वेंकन्ना के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 135/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/68/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 863.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 135/2014**) 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 **Life Insurance Corporation of India** and **Sri A. Venkanna** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/68/2014-(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 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 135/2014

Between:

Sri A. Venkanna, S/o A. Kanaka Rao,
D.No. 3-44, K.S.N. reddy Nagar Colony,
Agabanpudi (Post), Gajuwaka,
Vishakapatnam-530046.

.....

Petitioner

AND

The Manager (E & OS)
Life Insurance Corporation of India,
Divisional Office, P.B. No. 411,
Jeevan Beema Road, Vishakapatnam-530016.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/68/2014 (IR(M)) dated 18-7-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of Sri Sri A. Venkanna, Ex-temporary sub staff 24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 135/2014 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 864.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री एम. वेंकट राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 139/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/73/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 864.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 139/2014**) 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 **Life Insurance Corporation of India** and **Sri M. Venakata Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/73/2014-(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 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 139/2014

Between:

Sri M. Venakata Rao,
C/o LIC of India,
Seethammadhara Branch,
Vishakapatnam-530024.

.....

Petitioner

AND

The Manager (E & OS)
Life Insurance Corporation of India,
Divisional Office, P.B. No. 411,
Jeevan Beema Road, Vishakapatnam-530016.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/73/2014 (IR(M) dated 21-7-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of Sri Sri M. Venkata, Ex-temporary sub staff 24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 139/2014 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 865.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री के. श्रीनु बाबू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 146/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/81/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 865.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 146/2014**) 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 **Life Insurance Corporation of India** and **Sri K. Srinu Babu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/81/2014-(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 3rd day of February , 2026**INDUSTRIAL DISPUTE No. 146/2014**

Between:

Sri K. Srinu Babu,

B.R.T. Colony,

D.No. 5-59/1, Anakapalle,

Visakhapatnam Dist.

.....

Petitioner

AND

1. The Manager (E & OS)

Life Insurance Corporation of India,

Divisional Office, P.B. No. 411,

Jeevan Beema Road, Vishakapatnam-530016.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/81/2014 (IR(M) dated 18-7-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of SriK. Srinu Babu, Ex-temporary sub staff24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 146/2014 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Responden

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 866.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबंध में नियोजकों और श्री आई. वीरा राजू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 156/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/92/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 866.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 156/2014**) 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 **Life Insurance Corporation of India** and **Sri I. Veera Raju** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/92/2014-(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 3rd day of February, 2026**INDUSTRIAL DISPUTE No. 156/2014**

Between:

Sri I. Veera Raju,

S/o I. Appa Rao,

D.No. 36-98-127, Kapparada,

Kancharapalem, Vishakapatnam-530008.

.....

Petitioner

AND

1. The Manager (E & OS)

Life Insurance Corporation of India,

Divisional Office, P.B. No. 411,

Jeevan Beema Road, Vishakapatnam-530016.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/92/2014 (IR(M)) dated 18-7-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of Sri I. Veera Raju, Ex-temporary sub staff 24.1.2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 156/2014 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 867.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री जी. पांडवुलु के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 159/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/105/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 867.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 159/2014**) 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 **Life Insurance Corporation of India** and **Sri G. Pandavulu** which was received along with soft copy of the award by the Central Government on 08.05.2026

[No. L-17012/105/2014-(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 4th day of February, 2026

INDUSTRIAL DISPUTE No. 159/2014

Between:

Sri G. Pandavulu, S/o Satyanarayana,

Gudem (Street). Seethanagaram,

(MO & PO), Vizianagaram-535546.

.....Petitioner

AND

The Manager (E & OS),

LIC of India, Divisional Office,

PB No.411, Jeevan Bima Road,

Jeevan Prakash, Vishapatnam-530004.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/105/2014 (IR(M) dated 08-08-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Divisional Office, Vishakapatnam in terminating the services of Sri G. Pandavulu, Ex. Temp. Substaff w.e.f. 24.01.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 159/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 868.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री एम. किरण कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 164/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/110/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 868.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 164/2014**) 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 **Life Insurance Corporation of India** and **Sri M. Kiran Kumar** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/110/2014-(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 4th day of February, 2026**INDUSTRIAL DISPUTE No. 164/2014**

Between:

Sri M. Kiran Kumar,

C/o LIC of India,

Paravithpuram Branch Office,

Vizianagram Dist.-

.....

Petitioner

AND

The Manager (E & OS),

LIC of India, Divisional Office,

PB No.411, Jeevan Bima Road,

Jeevan Prakash, Vishapatnam-530004.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/110/2014 (IR(M) dated 08-08-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Divisional Office, Vishakapatnam in terminating the services of Sri M. Kiran Kumar, Ex. Temp. Substaff is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 164/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 869.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री पी. रमना के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 165/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/111/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 869.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 165/2014**) 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 **Life Insurance Corporation of India** and **Sri P. Ramana** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/111/2014-(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 4th day of February, 2026

INDUSTRIAL DISPUTE No. 165/2014

Between:

Sri P. Ramana S/o Gurunaidu,
Vijayarampuram (V),
Bandhepuram (PO), Padmanabham,
Visakhapatnam-535250.

.....

Petitioner

AND

The Manager (E & OS),
LIC of India, Divisional Office,
PB No.411, Jeevan Bima Road,
Jeevan Prakash, Vishapatnam-530004.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/111/2014 (IR(M) dated 08-08-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance Corporation of India, Divisional Office, Vishakapatnam in terminating the services of Sri P. Ramana, Ex. Temp. Substaff w.e.f. 24.01.2013 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 165/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 870.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री डी. प्रमोद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 171/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/93/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 870.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 171/2014**) 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 **Life Insurance Corporation of India** and **Sri D. Pramod** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/93/2014-(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 4th day of February , 2026**INDUSTRIAL DISPUTE No. 171/2014**

Between:

Sri D. Pramod
C/o Vattiprolu Prabhakar,
D.No. 21/519-7-4,
Lakshamana Rao Puram,
Macchilipatnam-521002.
AND

Petitioner

The Sr. Divisional Manager,
LIC of India, Divisional Office,
Kennedy Road, machilipatnam-521001.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/93/2014 (IR(M) dated 21-07-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the removal from service of Sri. D. Pramod, Ex- Temp. Class IV LIC of India, Machilipatnam D.O. is w.e.f. 21.1.2013 legal and justified. If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 171/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 871.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री के.वी. नागा सिनिवास राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस न.- 173/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/95/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 871.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 173/2014) 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 **Life Insurance Corporation of India** and **Sri K.V. Naga Sinivasa Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/95/2014-(IR(M))]

SALONI, Dy. Director

ANNEXURE

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

Presiding Officer

Dated the 4th day of February, 2026**INDUSTRIAL DISPUTE No. 173/2014**

Between:

Sri K.V. Naga Sinivasa Rao,

S/o K. Narashimha Rao,

D.No. 3-27, Pendur,

Bantimilli (M),

Krishna Dist.-

.Petitioner

AND

The Sr. Divisional Manager,

LIC of India, Divisional Office,

Kennedy Road, Machilipatnam-521001.

...

Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/95/2014 (IR(M)) dated 21-07-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the removal from service of Sri K. Naga Srinivasa Rao, Ex- Temp. Class-IV LIC of India, Machilipatnam Divisional Office w.e.f. 21.01.2013 is legal and justified? If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 173/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 872.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री के. बालाजी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 172/2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/94/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 872.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 172/2014**) 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 **Life Insurance Corporation of India** and **Sri K. Balaji** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/94/2014-(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 4th day of February, 2026

INDUSTRIAL DISPUTE No. 172/2014

Between:

Sri K. Balaji, S/o Suryanarayana,

D.No. 11/177-1, Beside Krishna

Kishore Talkies, Chemanagripeta,

Machilipatnam-

Petitioner

AND

The Sr. Divisional Manager,

LIC of India, Divisional Office,

Kennedy Road, machilipatnam-521001.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/94/2014 (IR(M) dated 21-07-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the removal from service of Sri. Ch. K. Balaji, Ex- Temp. Class IV LIC of India, Machilipatnam D.O. is w.e.f. 22.1.2013 legal and justified. If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 172/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Despite service of notice and sufficient opportunity didn't filed any claim statement and documents. Hence, In absence of Claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 873.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और श्री च. विनय शंकर कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 183/2014)

को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/97/2014-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 873.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 183/2014**) 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 **Life Insurance Corporation of India** and **Sri Ch. Vinay Sankar Kumar** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/97/2014-(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 4th day of February , 2026

INDUSTRIAL DISPUTE No. 183/2014

Between:

Sri Ch. Vinay Sankar Kumar,

S/o Hari Dibbalapalem, Near

Boys Hostel, Yeleswaram,

E.G. Estate-533429.

.....

Petitioner

AND

The Branch Manager,

LIC of India,

Gokavaram, E.G Distt.

E.G. District.

...

Respondents

Appearances:

For the Petitioner : Shri. V. V Rama Krishna, Advocate

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/97/2014 (IR(M)) dated 17-07-2014 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC of India and their workmen. The reference is,

SCHEDULE

“Whether the removal from service of Sri. Ch. Vinay Shankar Kumar, Ex- Temp. Class IV LIC of India, Rajahmundry D.O. is w.e.f. 28.1.2013 legal and justified. If not, what other relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 183/2014 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for Petitioner evidence. Despite sufficient opportunity, the petitioner did not adduce any evidence. Petitioner evidence closed. Hence, in the absence of petitioner, a ‘No-Claim’ Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 874.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एचपीसीएल, विशाखा रिफाइनरी के प्रबंधन के संबद्ध नियोजकों और श्री एस वेलुचामी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 41/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-30012/2/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 874.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 41/2015**) 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 **HPCL, Visakha Refinery** and **Sri S. Veluchamy** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-30012/2/2015-(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 2nd day of February, 2026

INDUSTRIAL DISPUTE No. 41/2015

Between:

Sri S. Veluchamy,

S/o Sh. U. shanmugam,

MIG-80, Phase-III, Vuda Colony,

Samathanagar, Pedagantyada,

Vishakapatnam.

.....

Petitioner

AND

The Executive Director,
HPCL, Visakha Refinery,
P.B No. 15, Malkapuram,
Visakahapatnam-530011.

...Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri G.V.S Ganesh, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-30012/2/2015 (IR(M) dated 11-05-2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of HPCL and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Hindustan Petroleum Corporation Limited Visakha Refinery, Visakapatnam in terminating the services of Sh. S. Veluchamy, Ex- Junior Operation Technician w.e.f. 6-2-2003 is legal and justified? If not, to what relief the workman concerned is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 41/2015 and notices were issued to the parties concerned.

2. After receipt of the reference, the same was registered as ID No. 41 of 2015, and notices were issued both parties. Matter was challenged by the Respondent before the Hon'ble High Court of Andhra Pradesh by filing Writ Petition No. 300040 of 2015. The Hon'ble High Court, vide judgement dated 03.10.2024, passed in W.P. No. 30040 of 2015, set aside the reference in this ID on the ground beyond the period of limitation. Therefore, In view of judgment dated 03.10.2024 passed by the Hon'ble High Court of Andhra Pradesh W.P. No. 30040/2015 as stated above, a Nil Award is passed.

Award is reference is answered accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk , corrected by me on this the 2nd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 875.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री एस.के. यासीन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस न.- 50/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/5/2015-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 875.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 50/2015**) 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 **Life Insurance Corporation of India** and **Sri S.K. Yaseen** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/5/2015-(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 2nd day of February , 2026**INDUSTRIAL DISPUTE No. 50/2015**

Between:

Sri S.K. Yaseen,

S/o S.K. Madeena,

D.No. 44-17-15/A,

Thaticheltlapalem,

Visakhapatnam-530016.

.....Petitioner

AND

The Manager (E & OS)

Life Insurance Corporation of India,

Divisional Office, P.B. No. 411,

Jeevan Beema Road, Vishakapatnam-530016.

...Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/5/2015 (IR(M) dated 01-06-2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of Sri S.K. Yaseen, Ex-temporary sub staff 24.01.2013 is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 50/2015 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 2nd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 876.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री गोम्पा येरिनाध के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 18/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29012/29/2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 876.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 18/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Gompa Yerrinadh** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29012/29/2016-(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 2nd day of February, 2026**INDUSTRIAL DISPUTE No. 18/2017**

Between:

Sri Gompa Yerrinadh,
S/o Kondaiah, Gullepalli,
Sabbavaram (M),
Vishakapatnam-531035.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,
M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,
Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,
Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Visakhapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): M/s G. Sai Baba, Advocate of R1

AWARD

The Government of India, Ministry of Labour by its order No. 29012/29/2016-IR(M) dated 09-5-2017 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Sri Gompa Yerrinadh, S/o Kondaiah Workman in service in contravention of section 25(F) of the Industrial Disputes Act, 1947 of else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 18/2017 and notices were issued to the parties concerned.

2. After receipt of the reference, the same was registered as I.D No. 18 of 2017 and notices were issued to both parties. Despite service of notice and sufficient opportunity afforded, the petitioner failed to file any claim statement. It seems petitioner do not want to prosecute his case. Therefore, no-claim award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 2nd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 877.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री गल्ला अप्पलनायडू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 11/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29012/12/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 877.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 11/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Galla Appalanaidu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29012/12/2017-(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 3rd day of February , 2026

INDUSTRIAL DISPUTE No. 11/2018

Between:

Sri Galla Appalanaidu, S/o Ramunaidu,

H.No. 1-247, Chentagatla (V), Pendurthi (M),

Jerripotupalem (Bottling Company side),

Distt. Vishakapatnam-531035.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/12/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Galla Appalanaidu, S/o Ramunaidu, Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 11/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 878.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री कोना देमुडु के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 12/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/8/2019-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 878.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 12/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Kona Demudu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/8/2019-(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 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 12/2018

Between:

Sri Kona Demudu, S/o Naidu,
Porlupalem (V), Pendurthi (M),
Dist. Vishakapatnam-531047
AND

.....

Petitioner

1. The Senior Vice-President (Admn.) & Plant Head,
M/s Andhra Cements Limited, Jaypee Group,
Visakha Cement Works, Porlupalem Village,
Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/21/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Kona Demudu, S/o Naidu, Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 12/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't file any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 879.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री सिरापरपु अप्पलानायडू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 14/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/20/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 879.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 14/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Siraparapu Appalanaidu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/20/2017-(IR(M))]

SALONI, Dy. Director

ANNEXURE

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

Presiding Officer

Dated the 3rd day of February , 2026**INDUSTRIAL DISPUTE No. 14/2018**

Between:

Sri Siraparapu Appalanaidu,
S/o Sannibabu, Near Bandimamba Temple,
Mogalipuram, Sabbavaram (M),
Dist. Vishakapatnam-531035.

AND

1. The Senior Vice-President (Admn.) & Plant Head,
M/s Andhra Cements Limited, Jaypee Group,
Visakha Cement Works, Porlupalem Village,
Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,
Manpower Contractor, F-3, Sai Krishna Towers,
Road No. 3, Jagannadha Raju Nagar, Venkojipalem,
Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29011/20/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Siraparapu Appalanaidu, S/o Sannibabu, Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 14/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 880.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री मुम्मना तातालु के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 15/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/20/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 880.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 15/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Mummana Thatalu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/20/2017-(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 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 15/2018

Between:

Sri Mummana Thatalu,

S/o Venkataswamy,

Porlupalem (V), Pendurthi (M),

Dist. Vishakapatnam-531047.

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkajipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/20/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Mummana Thatalu, S/o Venkataswamy, Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 15/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't file any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री गूरी देमुडू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,

हैदराबाद, पंचाट (रिफरेन्स न.- 16/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/19/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 881.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 16/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services** and **Sri Guri Demudu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/19/2017-(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 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 16/2018

Between:

Sri Guri Demudu, S/o Bangarayya,

Near Bandimamba Temple,

Mogalipuram, Sabbavaram (M),

Vishakapatnam-531035.

.....Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/19/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Guri Demudu, S/o Bangarayya, Workman in service in contravention of

section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 16/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk , corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री रापार्थी सूर्यनारायण के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 17/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/19/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 882.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 17/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Raparthy Suryanarayana** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/19/2017-(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 3rd day of February , 2026

INDUSTRIAL DISPUTE No. 17/2018

Between:

Sri Raparathi Suryanarayana,
S/o Polipalli, Chemalapalli (M),
Pendurthi (M), Dist. Vishakapatnam-
AND

1. The Senior Vice-President (Admn.) & Plant Head,
M/s Andhra Cements Limited, Jaypee Group,
Visakha Cement Works, Porlupalem Village,
Post Durganagar, Visakhapatnam-530029.
2. M/s Aztech Services,
Manpower Contractor, F-3, Sai Krishna Towers,
Road No. 3, Jagannadha Raju Nagar, Venkojipalem,
Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/19/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Raparathi Suryanarayana, S/o Polipalli Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 17/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री रापार्थी अप्पा राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 18/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/18/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 883.—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, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Raparathi Appa Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/18/2017-(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 3rd day of February, 2026**INDUSTRIAL DISPUTE No. 18/2018**

Between:

Sri Raparathi Appa Rao,

S/o Laxmana,

Porlupalem, Pendurthi (M),

Dist. Vishakapatnam-531047.

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/18/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Raparathi Appa Rao, S/o Laxmana Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 18/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री अकुला अप्पा राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 19/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/17/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 884.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 19/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Akula Appa Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/17/2017-(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 3rd day of February, 2026

INDUSTRIAL DISPUTE No. 19/2018

Between:

Sri Akula Appa Rao,

S/o Bangari, Porlupalem (V),

Pendurthi (M),

Dist. Vishakapatnam-531047.

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/17/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Akula Appa Rao, S/o Bangari Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 19/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't file any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 3rd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 885.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री गोम्पा पैदिराजू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 20/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29011/16/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 885.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 20/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Gompa Paidiraju** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29011/16/2017-(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 4th day of February , 2026

INDUSTRIAL DISPUTE No. 20/2018

Between:

Sri Gompa Paidiraju,

S/o Simhachalam,

Eppilivanipalem, Chentagatla,

Pendurthi, Vishakapatnam-531035.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

...

Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/16/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Gompa Paidiraju S/o Simhachalam, Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 20/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 886.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री अमरपल्लू देमुडु के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 23/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29012/13/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 886.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 23/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Amarpallu Demudu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29012/13/2017-(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 4th day of February, 2026

INDUSTRIAL DISPUTE No. 23/2018

Between:

Sri Amarpallu Demudu,

S/o Late Venkanna,

H.No.7-118, Nandamuri Nagar,

Venkatapuram,

Vishakapatnam-531029.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/13/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Amarpalli Demudu, S/o Late Venkanna, Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 23/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't file any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री गल्ला अप्पलनायडू के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 24/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29012/12/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 887.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 24/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Galla Appalanaidu** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29012/12/2017-(IR(M))]

SALONI, Dy. Director

ANNEXURE

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

Presiding Officer

Dated the 4th day of February, 2026**INDUSTRIAL DISPUTE No. 24/2018**

Between:

Sri Galla Appalanaidu,

S/o Ramunaidu, H.No. 1-247, Chentagatla,

Pendurthi (M), Jerripotupalem

(Bottling Company side),

Dist. Vishakapatnam-531035.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/12/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Galla Appalanaidu, S/o Ramunaidu Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 24/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री कुरगंती मोहन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 25/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29012/21/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 888.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 25/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Kuraganti Mohan** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29012/21/2017-(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 4th day of February , 2026**INDUSTRIAL DISPUTE No. 25/2018**

Between:

Sri Kuraganti Mohan,

S/o Late Nookayya,

SC & BC Colony, Durganagar,

Vishakapatnam-530029.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Vishakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/21/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Kuraganti Mohan, S/o Late Nookaya Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 25/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't filed any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 889.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स आंध्र सीमेंट्स लिमिटेड, जेपी ग्रुप, विशाखा सीमेंट वर्क्स; मेसर्स एज़टेक सर्विसेज़ के प्रबंधन के संबद्ध नियोजकों और श्री रापार्थी अपप्पा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 26/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-29012/06/2017-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 889.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 26/2018**) 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 **M/s Andhra Cements Limited, Jaypee Group, Visakha Cement Works; M/s Aztech Services and Sri Raparathi Appanna** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-29012/06/2017-(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 4th day of February, 2026

INDUSTRIAL DISPUTE No. 26/2018

Between:

Sri Raparathi Appanna,

S/o Peda Sanyasi, Porlupalem,

Pendurthi (M),

Dist.Vishakapatnam-531047.

.....

Petitioner

AND

1. The Senior Vice-President (Admn.) & Plant Head,

M/s Andhra Cements Limited, Jaypee Group,

Visakha Cement Works, Porlupalem Village,

Post Durganagar, Visakhapatnam-530029.

2. M/s Aztech Services,

Manpower Contractor, F-3, Sai Krishna Towers,

Road No. 3, Jagannadha Raju Nagar, Venkojipalem,

Vishakapatnam-530022.

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No. 29012/06/2017-IR(M) dated 12-1-2018 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Andhra Cements Ltd. and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Andhra Cements Limited, Visakha Cement Works Jaypee Group of company in not considering Sri Raparathi Appanna, S/o Peda Sanyasi Workman in service in contravention of section 25(F) of the Industrial Disputes Act, or else in not paying legal benefits for the past services rendered to Andhra Cements Company is legal and justified? If not, to what relief the concerned workman is entitled?”

The reference is numbered in this Tribunal as I.D. No. 26/2018 and notices were issued to the parties concerned.

2. Petitioner absent on the date is fixed for filing of claim statement and documents. Despite services of notice and sufficient opportunity petitioner didn't file any claim statement and documents. Hence, In absence of claim statement 'no-claim' Award is passed. Transmit.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk, corrected by me on this the 4th day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स विश्व क्रांति कंस्ट्रक्शन सी/ओ एचपीसीएल, विशाख रिफाइनरी; मेसर्स एलएंडटी एनर्जी हाइड्रोकार्बन के

प्रबंधन के संबद्ध नियोजकों और श्री पेनुमाला वेंकटेश्वर राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.- 175/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-18]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 890.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 175/2025**) 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 **M/s Viswa Kranti Constructions C/o HPCL, Visakh Refinery; M/s L&T Energy Hydrocarbon** and **Sri Penumala Venkateswara Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. Z-16025/04/2026-(IR(M)-18]

SALONI, Dy. Director

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of February, 2026

INDUSTRIAL DISPUTE No. 175/2025

Between:

Sri Penumala Venkateswara Rao

71-31-1317, Raghavulu,

Kakeralova

Near Adarsha Royal School,

Visakhapatnam

Andhra Pradesh-530005

.....

Petitioner

AND

M/s Viswa Kranti Constructions

C/o HPCL, Visakh Refinery,

Malkapuram

Visakhapatnam,

Andhra Pradesh.

The Director

M/s L&T Energy Hydrocarbon,

L&T House

N.M. Marg, Ballard Estate,

Mumbai-400001

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No.8/24/2025-B1 dated 25-06-2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Viswa Kranti Constructions and their workmen. The reference is,

SCHEDULE

“Whether the action of management of M/s Viswa Kranti Constructions, contractor of L&T Energy Hydrocarbon, contractor of HPCL, Visakh Refinery, Visakhapatnam in terminating the service of Sri Penumala Venkateswara Rao without assigning any valid reasons is legal and justified? If not, what relief Sri Penumala Venkateswara Rao is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 175/2025 and notices were issued to the parties concerned.

2. Petitioner absent. Petitioner didn't comply the order dated 23.07.2025 till date. Therefore, the present ID is dismissed for non-prosecution. Nil Award is passed.

Award is passed accordingly. Transmit.

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

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 891.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स देवीमाशक्ति कंस्ट्रक्शन कंसल्टेंसी सर्विसेज़ प्राइवेट लिमिटेड; सीमेंट कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और सीमेंट कॉर्पोरेशन ऑफ़ इंडिया कॉन्ट्रैक्ट एम्प्लॉइज़ यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स नं.- 183/2025) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. जेड-16025/04/2026-आईआर(एम)-19]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 891.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 183/2025**) 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 **M/s Devimaashakti Construction Consultancy Services Pvt Ltd; Cement Corporation of India Ltd and Cement Corporation of India Contract Employees Union** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. Z-16025/04/2026-(IR(M)-19]

SALONI, Dy. Director

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

Presiding Officer

Dated the 5th February, 2026**INDUSTRIAL DISPUTE No. 183/2025**

Between:

The General Secretary

Cement Corporation of India Contract

Employees Union

D. No. 17-44, CCI Labour

Colony, Karankote Village

Tandur Mandal, Vikarabad District,

Telangana-501158

.....

Petitioner

AND

The Managing Director

M/s Devimaashakti Construction Consultancy Services Pvt Ltd

C/o Cement Corporation of India Ltd, Tandur Cement Factory

CCI Tandur, Vikarabad, Telangana-501158

The General Manager/ Managing Director

Cement Corporation of India Ltd

Tandur Cement Factory, CCI Tandur

Vikarabad, Telangana-501158

... Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): None

AWARD

The Government of India, Ministry of Labour by its order No.5/2/2025-B1 dated 24-07-2025 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Devimaashakti Construction Consultancy Services Pvt Ltd and their workmen. The reference is,

SCHEDULE

“Whether the action of the contractor of M/s Devimaashakti Construction Consultancy Services Pvt Ltd in withdrawing the Diwali gifts and uniforms to the railway maintenance workers in the establishment of Cement Corporation of India Ltd (CCI) Tandur, Vikarabad is justified? If not what relief the workmen are entitled to?”

“Whether the submission of Cement Corporation of India Ltd (CCI), Tandur, Vikarabad as a Principal Employer regarding withdrawing the diwali gifts and uniforms to the railway maintenance workers by the contractor in the establishment of CCI is justified? If not, what relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No. 183/2025 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

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

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 8 मई, 2026

का.आ. 892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री वी. जोगा राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेंस नं.- 35/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08.05.2026 को प्राप्त हुआ था।

[सं. एल-17012/9/2016-आईआर(एम)]

सलोनी, उप निदेशक

New Delhi, the 8th May, 2026

S.O. 892.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 35/2016**) 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 **Life Insurance Corporation of India** and **Sri V. Joga Rao** which was received along with soft copy of the award by the Central Government on 08.05.2026.

[No. L-17012/9/2016-(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 2nd day of February, 2026

INDUSTRIAL DISPUTE No. 35/2016

Between:

Sri V. Joga Rao,

D.No. 9-16-5/A,

C.B. M Compound,

Vishakapatnam-530003.

.....

Petitioner

AND

The Manager (E & OS)

Life Insurance Corporation of India,

Divisional Office, P.B. No. 411,

Jeevan Beema Road, Vishakapatnam-530016.

...

Respondents

Appearances:

For the Petitioner : None

For the Respondent(s): Shri Venkatesh Dixit, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/9/2016 (IR(M) dated 26-04-2016 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of LIC and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Life Insurance of India, Divisional Office, Visakhapatnam in termination the services of Sri V. Joga Rao,, Ex-temporary sub staff/Life Operator in January is legal and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 35/2016 and notices were issued to the parties concerned.

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

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. Nisha, Lower Division Clerk , corrected by me on this the 2nd day of February, 2026.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 12 मई, 2026

का.आ. 893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (138/2017) प्रकाशित करती है

[सं. एल-41011/30/2017-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 893.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 138/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of South East Central Railway and their workmen.

[No. L-41011/30/2017- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/138/2017Present: P.K.SrivastavaH.J.S.(Retd.)

The Secretary,

Dakshin Purva Madhya Railway Mens Union,

Add – LIG – 857, Near Navin School, Aditya Nagar,

Durg (CG) - 491001

Workman

Versues

Sr. Divisional Personnel Officer,

South East Central Railway,

DRM Complex,

Raipur (Chhattisgarh)

Management

(JUDGMENT)(Passed on this 04th day of February, 2026)

As per letter dated 17/10/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-41011/30/2017 (IR(B-I)) dt. 17/10/2017. The dispute under reference relates to:

"Whether the action of the Railway Administrative of SEC, Raipur in implementing the Rly Board order No. 83 Electric(I) 138/8 dated 24/25.10.21985 i.r.o. payment of Overtime Allowances to Maintenance-cum-Escorting staff deployed in AC Coaches is legal and justified? If not, what relief the workmen performing both Maintenance & Escorting jobs are entitled to?"

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

Case of the workman union is mainly that, the Workman Nazir Ahmed was employee of Railway, initially appointed on 01.01.1986 on the post of helper and was posted in the Office of Senior Engineer SSEE (AC/LT/Durg) under maintenance roster. There are two rosters with respect to AC, one is maintenance and other is escort roster. The work/duties and nature of work of two rosters are different, their working roster hours are also different. In the maintenance roster, as mentioned in letter of Maintenance dated 12.12.2013, where the workman was working as a helper, the employee is required to complete 96 hours on duty in 14 days and will be entitled to overtime allowances for work above the ceiling limit of 96 hours in 14 days. Likewise, the hours of duties for AC escorting rosters is 104 hours in 14 days and employee AC escorting rosters becomes entitled to get overtime allowance for the hours he worked above the specified limit of 104 hours in 14 days. The Management of Railways issued a letter No. E/PB/R/Welfare/TA & OT/01/2014 dated 14.05.2015 by which the provisions of 104 hours in 14 days for Escort Rosters employee was made applicable to the employees in the Maintenance roster also which is without authority, unjust, illegal and arbitrary.

It is further the case of the Union that, the Divisional Electrical Engineer Raipur issued a letter dated 16.05.2011 in which it was mentioned that no employees/helper of maintenance roster should be provided work in AC escorting roster for duties of Escorting AC Coaches and Power coaches. There are separate guidelines vide letter No. 83 Elect/(i)138/8 dated 24/25.10.1985, which provide that where ever possible, the break in duty may be considered at important *en route* stations having resting facilities after 10 to 12 hours duty with fresh set of staff taking over and where this is not feasible, the staff should be given adequate compensatory rest at home station to keep this cumulative duty hours below the permissible limits of 104 hours period. The Union has further alleged that, Railway Board letter No. E(LL)74/HER (RLT) 10 dated 13.08.1975 further provides in its Clause 9(b) that the instructions in his letter shall equally apply to continuous workers under H.O.E.R. of Electrical Department working in locomotive Running Sheds. On this score also, the fixing of 104 hours limit for 14 days for maintenance roster staff is without sanction of law. The Union has prayed that direction be issued to the Management of Railways to pay

over time to the Workman Nazir Ahmed for hours above ceiling limits of 96 hours in 14 days which he had spent on duty.

Management has defended its action with the case that as per Railway Provisions Instructions dated 27.06.1985, the AC/Technician, AC Helpers and Khalasi are allowed one hour before commencement of journey for completing pre-departure taking over formalities at the out-station also at the end of their outward journey, they are allowed one hour to complete procedure for handing over gauge to outstation maintenance staff during their escorting duties. Hence they are given credit of additional four hours towards taking over and handing over proceedings. So far as the validity of relevant circular with regard to circulars of overtime allowance is concerned, Management has referred to judgment of *Hon'ble High Court of Bilaspur in WP(s) No. 9098/2018 in the matter of South East Central Railways V.s. Nazir Ahmed* and directed the Railways to calculate and pay overtime allowance to the applicants as per Rules and Circulars of Railways and has pleaded that the Railway Board Circular was not quashed. It is also the case of Railways that *Principal Bench of Central Administrative Tribunal at New Delhi dismissed a petition OA No. 250/2017* holding that no overtime allowance with respect to halt period at a destination station. In this case also, the validity of the said circular was not calculated. Hence, the present claim is barred by principle of Res judicata.

In evidence, the workman Nazir Ahmed has filed his affidavit as his examination in chief. He has been cross-examined by Management of Railways. Railways have filed affidavit of its witness Khilawan Singh Kanwar, Senior Section Engineer as his examination in chief. He has been cross-examined by Workman side. The workman has further filed and proved documents which are information obtained from RTI dated 13.10.2021 relating to copies of Overtime Vouchers, total roster duty hours, actual hours of duty performed by employee Roop Singh and extra duty hours, as well reasons for working extra hours with relation to employees Roop Singh, Akash Shrivastava, Dauli Chand Sharma and many others who have been working with Western Central Railway as AC Mechanics, Technicians/fitter/helper to show that they have been paid overtime on the basis of 96 hours for 14 days doing the same job on same post in Maintenance yard which the Workman Nazir Ahmed was doing at Durg. Collectively marked Annexures W-1, No. of these vouchers are 111. He has also filed and proved information dated 17.12.2025 obtained through RTI regarding details of Shift in which maintenance has done and time of departure of train as well details of working hours in which he was on duty within the period March, 2015 to March, 2021.

I have heard arguments of Learned Counsel for the Workman Union Mr. Arun Patel and Mr. S.K. Gupta for Railways. I have gone through the record as well.

Following issues arise for consideration in the case in hand.

1. **Whether the claim of the Workman Union is barred by res judicata?**
2. **Whether the Management is justified in refusing overtime allowance to Workman Najir Ahmed who has been working as AC Mechanic/ helper in the Maintenance Roster on the basis of Work Hours spend by him and duty which are excess to the ceiling limit of 96 hours in 14 days, is justified in law?**

Issue No. 1 –

Learned Counsel for Management of Railway have referred to judgment of Hon'ble High Court of Chhattisgarh at Bilaspur dated 30.07.2018 in WP(s) No. 4098/2018. A photocopy of this judgment is on record.

A perusal of this judgment reveals that, this Writ was filed by Railways through their General Manager against order dated 22.08.2018, passed by the Central Administrative Tribunal in OA No. 203/00705/2016. The respondent workman in the said writ had prayed to quash and set-aside order dated 03.02.2016 passed by the Management of Railways and direction to Railways for grant of proper overtime allowances with arrears and interest for the half period as he was not relieved their duties even when the train had halted. It also comes out from perusal of this judgment that fact in issue before the Central Administrative Tribunal and the Writ Petition was different from the case in hand.

The perusal of other judgment, OA No. 250/2017 passed by the **Central Administrative Tribunal in the case of Najir and others V.s. G.M. Northern Railways and others.** This case also related to over staying on escort duties. Section 11 of Civil CPC is being reproduced as follows:

11. Res judicata.—No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.

Explanation I.—The expression “former suit” shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto. Explanation

II.—For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.

Explanation III.—The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other. Explanation

IV.—Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

Explanation V.—Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.

Explanation VI.—Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating . 1

Explanation VII.—The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.

Explanation VIII. —An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall operate as res judicata in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised

Since, the facts in issue are not substantially the same, then the case in hand and the referred cases, it is held that the claim of the Workman is not barred by res judicata.

Issue No. 1 is answered accordingly.

Issue No. 2 -

The relevant portion of the Railway Board Circular dated 24/25.10.1985 is being reproduced as follows:

“Reliving at intermediate stations –

Whenever possible, the break in duty may be considered at en-route stations having resting facilities, after 10 to 12 hours duty with a fresh state of staff taking over and where this is not feasible, the staff should be given adequate compensatory rest at home station to keep this cumulative duty hours below permissible limit of 104 hours for 14 days period.

It also comes out from perusal of this letter that it is with respect to the deployment of AC and Electrical staff in the Air condition and power coaches of various trains including Rajdhani, Deluxe and other trains.

This is also not disputed that as per circulars, the duty hours for AC Mechanics/Helpers in the Maintenance Hours is 96 hours for 14 days and they will be entitled to overtime allowance as per relevant provisions when they work above the ceiling limit. The letter dated 14.05.2015 issued by the Assistant Personnel Officer, wherein he states that the AC Technical Staff of Durg (AC Technicians/Helpers working in the Maintenance Roster) should be 104 hours as instead of 96 hours as per Circular of Railway Board dated 24/25.10.1985. The relevant portion of this circular has been mentioned earlier, this circular talks only with respect to the AC staff in escorting duty and not in maintenance duty. Hence, this letter and this interpretation of the Assistant Personnel Officer of the Railways in the Office of South Eastern Railways at Raipur made by him in his letter No. E/PS/R/Welfare/TA&OT/01/2014 dated 14.05.2015 is nothing but misinterpretation of the Railway Board Circular of 24/25.10.1985.

It is relevant to mention on this juncture the fact that, from the RTI document filed from the side of Workman Union, the AC Mechanics and Helpers working in the Maintenance Roster in West Central Railway at Bhopal are being paid overtime on the basis of 96 Hours work in 14 days, hence on this score also the action of Management is discriminatory and arbitrary.

Hence on the basis of above discussion, the action of Management on the basis of this letter in not granting overtime to the AC Mechanic/Helpers working within the Maintenance Roster who have worked beyond the ceiling limit of 96 Hours in 14 days is held unjustified in law.

Issue No. 2 is answered accordingly.

On the basis of above discussion the reference is answered as follows-

AWARD

The action of Management of South Easter Central Railway through its Senior Divisional Personnel Officer/Manager in implementing the Railway Board order No. 83 Electric (1) 138/8 dated 24/25.10.1985 with respect to payment of over time allowances to Maintenance cum Escorting staff deployed in AC Coaches is held unjust and illegal, the Applicant Workman is held entitled to overtime allowances with respect to work done by him on duty in Maintenance and Escorting job above the ceiling limit of 96 Hours in 14 days.

No order as to cost.

DATE:- 04.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 मई, 2026

का.आ. 894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस ई सी रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (78/2021) प्रकाशित करती है

[सं. एल-41011/48/2021-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 78/2021) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of SEC Railway and their workmen.

[No. L-41011/48/2021- IR(B-I)]

SALONI, Dy. Director

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR**

NO. CGIT/LC/R/78/2021

Present: P.K.Srivastava

H.J.S.(Retd.)

Shri Narendra Kumar Lahre,

General Secretary,

Railway Station Thekedari Safaikarmi Kalayan Sangh,

Chhota Ramnagar, Guudihari, Raipur,

Chhattisgarh - 492011

Workman

Versues

1. The Managing Director,
CIS Bureaus Facility Services Pvt. Ltd.,
101, Kushwaha Chambers, Makwana,
Opp. Apporval Industries Estate, Marol,
Andheri Roa, Mumbai – 400059
2. Sr. Divisional Commercial Manager,
O/o DRM, SEC Railway, Raipur,
Chhattisgarh - 495004

Management

(JUDGMENT)**(Passed on this 04th day of February, 2026)**

As per letter dated 30.11.2021 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-41011/48/2021 (IR(B-I)) dt. 30.11.2021. The dispute under reference relates to:

"Whether the demand of the Railway Station Thekedar Safaikarmi Kalyan Sangh, Chhattisgarh is justified & legal for reinstatement with full back wages in respect of 40 workmen (as per list enclosed) who were employed as contract labor by the Contractor CIS Bureaus Facility Services Pvt. Ltd. for executing the work of mechanized cleaning at Raipur Railway Station, SEC Railway Raipur? If not, what other better scheme of relief the workmen are entitled to?"

The case of the Workman is that, he is a Secretary of the Railway Station Safai Karmi Kalyan Sangh which is a Workman Union registered and has been authorized by the Union to file the statement of claim in the case as well to produce the case vide resolution of Union dated 09.12.2021, passed in its General Body meeting, file the statement of claim. He has filed list of concerned employees who are covered under the reference, they have been working with the Management of Railways since last 10 years and are engaged in the job of cleaning of the railway premises. The new Thekedar under whom they are working, which has been made an opposite party, which is CISB Facility Services Private Limited has defaulted in payment of their wages. The Union made a complaint in this respect before the Authorities that the Contractor has disengaged the members of the Union, list enclosed, without any notice or compensation. They are employing other persons in their place. A complaint was made in this respect with Railways. The Assistant Divisional Commercial Manager sent a letter to the Contractor on 02.03.2021 with regard to revised manpower recruitment for the work of cleaning, filed as Annexure-6 to the statement of claim. The Union further raised a dispute in this respect which could not be conciliated, hence this reference.

According to the workman union, the action of contractor in disengaging the Workmen without any notice or compensation is unjust, illegal and arbitrary. It has been prayed that holding the action of Contractor in disengaging the Workman is unjust and illegal, they have held entitled to be reinstated with back wages and benefits.

Railways have filed their written statement of defense and have taken a case that, the Union is not a registered union. The contract of mechanized cleaning of Railway Station was awarded by Railways to CISB Services Pvt. Ltd. They have started their work from 01.07.2020. Railways have denied the case of the Workman Union that the Workmen in the case in hand have been working since last 10 years, it is further their case that, the wages of the workman are regularly paid and Railways ensured regular and adequate payment of wages being principle employer. These workmen are employees of the Contractor; hence Railways did not have any hand in their alleged termination.

The Contractor did not appear in spite of service of notice. Hence, the case has proceeded ex-parte against the Contractor.

In evidence, the Workman Union has filed affidavits of Narendra Kumar Lahre, Secretary of the Union, Workman Purna Nand, Dilip Kumar Koray, as their examination in chief. They have been cross-examined by Management of Railways. The Workman Union has further filed the minutes of meeting of their Union, as well the resolution, the registration documents of the Union and Identity Cards issued to the Workman by the Contractor all in photocopy.

Management of Railways has filed affidavit of its witness Avinash Kumar Anand as his examination in chief, he has been cross examined by the Union.

As stated above, the Contractor never appeared nor they filed any written statement of defense. They did not appear to cross examine any witness nor did they file any evidence.

I have heard argument of Learned Counsel for the Workman Union Mr. Anil Dwivedi and Mr. S.K. Gupta Learned Counsel for Railways.

It is further to mention here that Railways has filed Outsourcing Agreement with Contractor, complaints made by the Workman Union against the Contractors, attendance sheets of the employees and different applications filed by the contractor and workman Union before the Railways with different allegations against the Contractors.

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

The first charge of the Workman Union is that, they have not been paid their wages by the contractors. They could claim their wages under payment of wages act before Appropriate Authority. If the appropriate Authority finds that the workman have not been paid wages as per law, they may pass an order in this respect and also held the Railways responsible for payment of wages being principle employer. As regards disengagement of the workmen without notice or compensation by the contractor, since the employment of the Workman and continuous employment is not disputed, hence, termination without complying with the provisions of Section 25F of the Act is liable to be held unjust and illegal. Accordingly, termination of services of the Workman by the Contractor is held unjust in law.

As regards relief admissible to the Workman, since they are not appointed against any vacancy on regular basis rather they are Outsourced employees, a lump sum compensation of Rs. 50,000/- to each of the Workmen in lieu of their claims will meet the ends of justice in the case in hand to which they are entitled to recover from the Contractor.

The reference stands answered accordingly.

AWARD

Holding the demand of the Railway Station Thekedar Safaikarmi Kalyan Sangh, Chhattisgarh is justified & legal in law, they are entitled to a lump sum compensation of Rs. 50,000/- to each of the Workmen in lieu of their claims will meet the ends of justice in the case in hand to which they are entitled to recover from the Contractor.

DATE:- 04.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 मई, 2026

का.आ. 895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (58/2020) प्रकाशित करती है

[सं. एल-12011/25/2000-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 58/2020) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/25/2000- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,

JABALPUR (M.P.)

NO. CGIT/LC/ R/58/2020

Present: P.K. Srivastava

H.J.S.(Retd.)

The Secretary,

Denik Vetanbhogi Bank Karamchari Sanghtan,

Kentriye Karalaya,

F-1 Karmbhumi Tripti Vihar,

Ujjain(M.P.) -456010

Workman

V/s

The General Manager,
State Bank Of India,
Administrative office-5
Yashwant Niwas Road,
Indore (M.P.) -452003

Management

(JUDGMENT)**(Passed on this 02nd day of February, 2026)**

As per letter dated 31/08/2020 by the Government of India, Ministry of Labour, New Delhi, the reference has been made to this Tribunal under **Section-10 of Industrial Disputes Act, 1947** (in short the 'Act') as per Notification No. L-12011/25/2020(IR(B-1)) dt. 31/08/2020. The dispute under reference relates to:-

“क्या श्री अब्दुल वहाब कर्मकार, महासचिव, दैनिक वेतन भोगी बैंक कर्मचारी संगठन की मांग के अनुसार दिनांक 02.05.1990 से लगायत 26.06.2015 की अवधि का, 20 प्रतिशत की दर से बोनस (उनके नियोजन मुख्य महाप्रबंधक, स्टेट बैंक ऑफ़ इंडिया, इंदौर से), पाने का हकदार है? यदि नहीं तो उक्त कर्मकार कितनी राशि पाने का हकदार है।”

After registering the case on the basis of the reference, notices were sent to the parties and where served. They appeared and filed their respective statements of claim and defense.

The case of the workmen union is that, the workmen Abdul Wahab was appointed by Bank Manger of the Bank on the post of the messenger wide oral Act 02/05/1990 and continued in service till 11/12/1998 where his service was terminated without any notice and compensation. Further that, the workmen Abdul Wahab was appointed by Bank Manger of the Bank on the post of the messenger wide oral Act 02/05/1990 and continued in service till 11/12/1998 where his service was terminated without any notice and compensation. The workmen was re-engaged on the same post and on the same Branch from 01/01/1999 and continued till 26/06/2015 when his service again terminated by the Bank . He was entitled for the bonus work done by him which was not paid by Bank which is in violation of payment of The Bonus Act. This action of bank not paying him bonus at the rate 20% is on just an arbitrary he be held entitled to bonus at rate of 20% for said period.

Case of the Bank mainly is that, the workmen was engaged as daily wager for which he has paid his wages and notice pay with retrenchment compensation 11/12/1998 he was not engaged from the period 23/05/1999 to 26/06/2015 as claimed by you. Hence is not entitled to bonus.

In evidence the union or the workmen did not file any affidavit or document the management bank also did not file any documents.

I have heard argument of Learned Counsel for union Mr. Arun Patel and Mr. Praveen Yadav Learned Counsel for the bank. I have gone through the records as well.

The reference itself is issue for determination

The initial burden to prove its case is on union and workmen.

In absence of evidence the workmen union is held to have failed in discharging then burden.

Hence in the light of above discussion and finding the reference deserve to be answered against the workmen union and stands answered accordingly.

No order as to cost.

DATE:- 02-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 मई, 2026

का.आ. 896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (12/2024) प्रकाशित करती है

[सं. एल-12025/01/2026-आईआर(बी-1)-127]

सलोनी, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 896.—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 Jabalpur* as shown in the Annexure, in the industrial dispute between the management of South East Central Railway and their workmen.

[No. L-12025/01/2026- IR(B-I)-127]

SALONI, Dy. Director

ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
JABALPUR [M.P.]**

NO. CGIT/LC/R/12/2024

Present: P.K.Srivastava

H.J.S.(Retd.)

Yashwant Giri Goswami,

S/o Lakshmi Giri Goswami,

Village & PO Pandhi, Thana Seepat,

Tah. Masturi,

Bilaspur (Chhattisgarh)- 495006

Workman

Vs

South Eastern Central Railway Bilaspur,

Bilaspur (Chhattisgarh)- 495006

Management

(JUDGMENT)

(Passed on this 18th day of February, 2026)

As per letter dated 30/11/2023 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. RP-8(1-06)/2023-ES.III** dt. 30/11/2023. The dispute under reference relates to:

“Whether the action on the part of the management of South Eastern Central Railway Bilaspur (CG) in retrenching the workman Shri Yashwant Giri Goswami, S/o Laxmi Giri Goswami, substitute Telephone Attendant cum Dak Khalasi, on the basis of purported resignation letter is legal and justified? If not, to what relief, the workman is entitled to?”

The case of the workman is mainly that he was appointed by the Senior Administrative Officer on the post of Telephone Attendant-cum-Daak Khalasi in pay matrix level-I, 7th CPC vide order dated 22.04.2019 and worked continuously till 30.06.2021 without any break, his services were terminated by the department under an oral order without notice or compensation. He had acquired permanent status of an employee, this action of termination of his service by the department is in violation of section 25-F and 25-G of the Act hence, is unjust, illegal and arbitrary. He has requested that set aside his termination, he be reinstated with back-wages and benefits.

The department has taken a case that, the workman was appointed vide letter dated 22.04.2019. He accepted the terms and conditions of the offer letter and thereafter, Office Order dated 29.04.2019 was issued, appointing him as substitute Telephone Attendant-cum-Daak Khalasi in pay matrix level-I, 7th CPC. He was attached with Deputy Chief Engineer and joined under him under para 4 of the Establishment Rule No. 250/2010 as Telephone Attendant-cum-Daak Khalasi. After joining on 29.04.2019, the workman submitted a letter dated 02.05.2019 to the department stating that he was not willing to work and his services be terminated, this letter was forwarded by Deputy

Chief Engineer (General) to Senior Personnel Officer, Headquarter vide his letter dated 06.05.2019 and after the approval of Principal Chief Engineer his services were terminated from 02.05.2019 vide Office Order dated 07.06.2019. Thus according to management, he submitted his resignation just after four days in service which was duly accepted. Hence, according to department, the workman was never disengaged by them rather he himself resigned from service. Department has requested that the reference be answered against the workman.

In his rejoinder, the workman has denied the case of the department that he himself resigned.

In Evidence, the workman filed his affidavit as his Examination-in-chief, he was cross-examined by the department. The department filed affidavit of its witness Snehasish Ghosh as his Examination-in-chief. The department filed and proved documents Ex-M/1 to M/10, to be referred to as and when require.

I have heard argument of Learned Counsel for Workman Mr. Shailesh Mishra and Mr. S.K. Gupta, Learned Counsel for Department. The workman side has filed written submission, also which are part of record. I have gone through the written submission and record as well.

On perusal of record in light of rival arguments, the sole issue which arises for determination is.

Whether the services of the workman stood terminated on the basis of his resignation letter dated 02.05.2019 and order passed by the Officers of Department on this letter accepting his resignation?

In his statement, the workman has denied that he filed any resignation letter. He denied his signature on the resignation letter. The management witness has proved this resignation letter. In these circumstances, the burden was on the workman to prove by evidence of forgery that his signatures on his resignation dated 02.05.2019 are in fact not done by him. He has not discharged his burden. **Hence, the fact that he filed his resignation letter as stated above is held proved.**

Learned Counsel for the workman has also submitted that, even if the workman had filed his resignation letter but, termination of his services could not be held complete till its acceptance of resignation letter and order with respect to dismissal of service was communicated to him. He has referred to ***Judgment of Hon'ble Supreme Court in the case of, State of Punjab vs Amar Singh Harika, 1966 SCC Online SC 48***, in the case referred, the employee was found guilty of misconduct in a departmental enquiry, he was sent a communication by the department to the effect that in light of finding of enquiry holding him guilty, he could exercise his option to resign. Pursuant to that letter the employee sent his resignation. Order of dismissal was passed on the resignation. The question which was before the Hon'ble Supreme Court was whether the order of dismissal on the basis of his resignation letter would be effective from the date of communication or from the date of order. The Five Judges Bench of Hon'ble Supreme Court held that, it would be effective from the date of its communication or its publication.

Learned Counsel for workman has submitted that since, this order was never communicated to him or published, it could not be held effective. Office memorandum dated 07.06.2019 which declares that service of the workman shall stand terminated from the date of his resignation letter dated 02.05.2019 and a copy was ordered to be sent to the workman along with other offices including Pay and Accounts Office, in such circumstances, it cannot be said that the order was not published, may be, it may not served on him.

Even otherwise, though the case of the workman was that he worked till 2021, but he could not produce any evidence to support his this claim that he worked for 240 days in any year, but he could at least produce his pay slips or attendance slips to corroborate his this case, in absence of such evidence, his case that he worked for 240 days in a year also held not proved.

"In light of above discussion, holding the termination of services of the workman by Department, just and legal, the workman is held entitled to no relief."

The reference stands answered accordingly.

No order as to cost.

DATE:- 18-02-2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 मई, 2026

का.आ. 897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (74/2017) प्रकाशित करती है

[सं. एल-12011/30/2016-आईआर(बी-1)]

सलोनी, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 74/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12011/30/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/74/2017

Present: P.K.Srivastava

H.J.S.(Retd.)

The General Secretary,

Dainik Vetan Bhogi Bank Karamchari Sangathan,

F-1, Tripti Vihar, Opp. Engg. College,

Ujjain (M.P.)

Workman

Versues

The Regional Manager,

State Bank of India,

RBO, Region-IV,

Guna -

Management

(AWARD)

(Passed on this 06th day of February, 2026)

As per letter dated 24/05/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-12011/30/2016 (IR(B-I)) dt. 24/05/2017. The dispute under reference relates to:

"Whether the demand of Union claiming difference of wages in favour of Sh. Radheshyam Rathore daily wage employee from 16.05.83 to 05.01.11 is justified or not? If so, what relief the daily wagger is entitled for?"

Case of the Workman Union is that, the Workman Radheyshyam Rathore was appointed as a peon on temporary basis by the then State Bank of Indore in its Sarangpur Branch on scale wage Rs. 245 with DA from the period 16.05.1983 to 23.05.1983 and 07.11.1983 to 12.11.1983. Thereafter he was appointed as daily wagger on 18.08.1986 on a daily wage under oral orders of the Branch Manager and worked till 05.01.2011 when he was terminated without any notice or compensation for which he has filed another case. His claim in the case in hand is that he is entitled to the wages paid to the temporary staff of the Bank discharging the same duties of the Peon but he was paid only wages on Collector Rate, which is unjust and illegal, the Union has prayed that the Workman be paid its all wages accordingly.

Case of the Management is that the Workman was appointed for total period of about 2 weeks, on a leave vacancy for which he was paid scale wages. Thereafter, he worked as a daily wagger for which he was paid wages on Collector Rates. It is further the case of the Management that the scale wages according to bi partite settlement are admissible to the Regularly Appointed staff and not to the daily wagger.

Both the parties have filed their affidavits. They have cross-examined by their adversaries. They have filed some certain documents which were referred to as and when require.

I have heard argument of Learned Counsel Mr. Arun Patel for the Workman and Mr. Pranay Choubey for the Management Bank and have gone through the record.

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

The main question involve for consideration is whether the bi-partite settlement applies to the daily wager also or not. The workman side could not cite any provisions in the bi partite settlement in this respect. It also comes out from perusal of the bi partite settlement that, it is applicable to the staff who are on regular appointment may be as a permanent or a temporary workers. Hence, the claim of the Workman with respect to the period in which he has worked as a daily wager with the Bank is not admissible in law with regard to parity to the wages paid to the regular employees.

With regard to period he was appointed on temporary basis on leave vacancy, was for two times as mentioned in his statement of claim. The workman side itself admits that he was paid scale wage for this period.

In the light of above discussion and evidence the reference is answered as follows.

AWARD

Holding the demand of Union claiming difference of wages in favour of Sh. Radheshyam Rathore daily wage employee from 16.05.83 to 05.01.11 is unjustified and against law. The Workman is entitled to no relief.

No order as to cost.

DATE:- 06.02.2026

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 मई, 2026

का.आ. 898.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट 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 (21/2025) प्रकाशित करती है

[सं. एल-12025/01/2026-आईआर(बी-1)-128]

सलोनी, उप निदेशक

New Delhi, the 12th May, 2026

S.O. 898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 21/2025) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen.

[No. L-12025/01/2026- IR(B-I)-128]

SALONI, Dy. Director

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR

NO. CGIT/LC/R/21/2025

Present: P.K. Srivastava

H.J.S.(Retd.)

We Bankers Association, Chhattisgarh

Poshan Kumar Yadav

House No. 53 Village Dhour

Post Selud Tahsil Patan, Durg

Chhattisgarh-491107

Workman

Versus

**1. State Bank of India,
Jagdalpur**

2. HR Manager**State Bank of India****RBO-3, Dharampura Road, Jagdalpur****District Baster (CG)-494001****3. AGM HR,****State Bank of India, Local Head Office,****Industrial Relationship Cell, Human****Resources Depat, Hoshangabad Road,****Bhopal M.P.-462011****Management****AWARD****(Passed on this 02th day of February - 2026.)**

As per letter dated 03/12/2024 by the Deputy Labour Commissioner (Central), Raipur, Government of India, Ministry of Labour, the reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per reference number

RP-7(2-3)/2024-ES.III dt. 03/12/2024. The dispute under reference related to :-

“Whether the demand of the Bankers Association in change of CBS capability levels is fair, legal and justified? If so, to what relief the concerned Association is entitled.”

After registering a case on the basis of the reference, notices were sent to the parties and served. Mr. Praveen Yadav learned Counsel present for Bank. Workman side never appeared. None of the parties filed any Statement of Claim or Written Statement of Defense.

Since the initial burden to prove the case lies with the workman, and he has failed to discharge this burden, the claim is held to be not proved. Accordingly, the reference is answered against the workman.

DATE: 02/02/2026

P.K. SRIVASTAVA, Presiding Officer